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TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. 178.

BLAKELY WILSON, PLAINTIFF IN ERROR,

vs.

PETER BOYCE.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF MISSOURI.

FILED MAY 15, 1874.

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1 UNITED STATES OF AMERICA,
Eastern District of Missouri, set:

BLAKELEY WILSON, PLAINTIFF,
vs.
PETER BOYCE, DEFENDANT.

Pleas before the honorable the circuit court of the United States for the eastern district of Missouri, at the September term, A. D. 1873 thereof.

Be it remembered that heretofore, to wit, on the 7th day of September, A. D. 1871, there was filed in the office of the clerk of the circuit court of the United States for the districts of Missouri a narration in ejectment, in words & figures following, to wit.

Narr. in ejectment.

In the circuit court of the United States, districts of Missouri.

BLAKELEY WILSON, TRUSTEE, PLAINTIFF,
against
PETER BOYCE, DEFENDANT. } October term, 1871.

EASTERN DISTRICT OF MISSOURI:

Blakeley Wilson, who is a citizen of the State of New Jersey, plaintiff in this suit, by H. A. Clover, his attorney, complains of Peter Boyce, who is a citizen of the State of Missouri, defendant.

And plaintiff states that, on the first day of January, in the year
2 eighteen hundred and seventy-one, he was lawfully entitled to the immediate possession of the following-described premises situate in the county of Scott, State of Missouri, and in the eastern district aforesaid, to wit: Lot number six, in the northwest quarter of section one, in township twenty-seven north of base line, range thirteen east 5th pr. meridian, containing one hundred and thirty-three acres of land; and being so entitled to the possession thereof, the said defendant afterwards, on the first day of July of said last mentioned year, unlawfully entered into the said premises and unlawfully withholds from the plaintiff the possession thereof, to his damage in the sum of two thousand dollars.

Plaintiff therefore asks for judgment for possession of said premises, for said damages and costs of suits.

And thereupon a summons issued out of the office of the clerk of the circuit court of the United States for the districts of Missouri in words & figures following, to wit:

Summons.

MISSOURI DISTRICTS, *set.:*

The President of the United States of America to the marshal of the eastern district of Missouri, greeting:

You are hereby commanded to summon Peter Boyce, a citizen of the State of Missouri, that he be and appear before the honorable circuit court of the United States for the districts of Missouri, on the first day of the next term thereof, to be holden at the city of St. Louis, in and

for said districts, on the first Monday of October next, then and
3 there to answer unto Blakeley Wilson, a citizen of the State of New Jersey, in a plea of trespass and ejectment, to the damage of said plaintiff of two thousand dollars. Hereof fail not, and have you then and there this writ:

Witness the honorable Salmon P. Chase, Chief-Justice of the Supreme Court of the United States, the seventh day of September, A. D. eighteen hundred & seventy-one.

Issued at office in the city of Saint Louis, under the seal of said circuit court, the day and year last aforesaid.

[SEAL.] AUSTIN DRAKE,
Clerk of said Court.

Upon which summons the marshal of the United States for the eastern district of Missouri made return in words & figures following, to wit:

Marshal's return.

UNITED STATES OF AMERICA,
Eastern District of Missouri, ss:

Executed this writ by reading the within summons, together with the copy of the declaration thereto attached, to the within-named Peter Boyce, at Scott County, within the eastern district of Mo., September 11th, 1871.

C. A. NEWCOMB,
U. S. Marshal, E. D. Mo.
By ELISHA TRACY, *Deputy.*

And at the October term, A. D. 1871, of said circuit court, the following proceedings were had in this cause on Saturday, the 28th day of October, A. D. 1871, to wit:

BLAKELEY WILSON, PLAINTIFF,
vs.
PETER BOYCE, DEFENDANT. } Ejectment.

4 This day come the parties, by their respective attorneys, and, by consent of said attorneys, it is ordered that the order of continuance heretofore entered at this term be, and the same is hereby, set aside. And thereupon, with the leave of court, the defendant files his plea of not guilty to the action brought by the plaintiff herein against him; to which plea the plaintiff files his similiter. And thereupon it is further ordered that this case be now continued until the next term of this court.

The plea and similiter filed as aforesaid is in the words and figures following, to wit:

Plea of not guilty.

In the circuit court of the United States, districts of Missouri.

BLAKELEY WILSON, PLAINTIFF,
against
PETER BOYCE, DEFENDANT. } October term, 1871.

And the said Peter Boyce, by his attorney, comes and defends the force

and injury, when, etc., and says that he is not guilty of the said supposed trespass & ejectment above laid to his charge, or of any part thereof, in manner & form as the said Blakeley Wilson hath above thereof complained against him; and of this he puts himself upon the country.

LEWIS V. BOGY,
Atty. for Deft.

Similiter.

And the plaintiff doth the like.

H. A. CLOVER,
Plff's Atty.

And afterwards, at the April term, A. D. 1875, of said circuit court, the following further proceedings were had in this cause on Tuesday, the 9th day of April, A. D. 1872, to wit:

BLAKELEY WILSON, PLAINTIFF,
vs.
PETER BOYCE, DEFENDANT. } Ejectment.

This day come the parties, by their attorneys, and file an agreement in writing, signed by said attorneys, waiving a jury in this case.

The agreement filed as aforesaid is in the words & figures following, to wit:

Jury waiver.

U. S. cir. court, districts of Mo., April term, 1872.

BLAKELEY WILSON, PLAINTIFF,
vs.
PETER BOYCE, DEFENDANT.

Parties waive jury 9th April, 1872.

CLOVER, *for Plff.*
DRYDEN & DRYDEN,
For Deft.

And afterwards, at said April term, A. D. 1872, of said circuit court, the following further proceedings were had in this cause on Wednesday, the 17th day of April, A. D. 1872, to wit:

BLAKELEY WILSON, PLAINTIFF,
vs
PETER BOYCE, DEFENDANT. } Ejectment.

BLAKELEY WILSON, PLAINTIFF,
vs.
LAFAYETTE MCCRELLIS, DEFENDANT. } Ejectment.

This day come the parties, by their attorneys, and thereupon it is ordered that these two cases be consolidated for the purposes of trial, so as to avoid unnecessary costs and delay; and, one the motion of the attor-

neys for said defendants, it is ordered that said cases be now
6 continued until the next term of this court, on the application of the defendants, and as upon affidavit, at their costs, and that a fee-bill be issued for such costs.

And afterwards, at the September term, A. D. 1872, of the circuit court of the United States for the eastern district of Missouri, the following further proceedings were had in this cause on Monday, the 7th day of October, A. D. 1872, to wit:

BLAKELEY WILSON, PLAINTIFF,
vs.
PETER BOYCE, DEFENDANT. } Ejectment, (consolidated.)

BLAKELEY WILSON, PLAINTIFF,
vs.
LAFAYETTE MCCRELLIS, DEFENDANT. } Ejectment, (consolidated.)

This day come the parties, by their attorneys, and file a stipulation signed by said attorneys. And in accordance with said stipulation it is ordered that these cases be, and the same are now hereby, continued until the next term of this court, as upon the application of and cause shown by the plaintiff.

The stipulation filed as aforesaid is in the words & figures following, to wit:

Stipulation for continuance.

BLAKELEY WILSON
vs.
PETER BOYCE,

and

SAME
vs.
L. F. MCCRELLIS.

In the U. S. circuit court for the eastern dist. of Missouri.

These cases may be continued as upon the application of and cause shown by plff. St. Louis, Oct. 3d, 1872.

H. A. CLOVER,
Atty. for Plff.
DRYDEN & DRYDEN,
Attys. for Deft.

And afterwards, at the March term, A. D. 1873, of the circuit
7 court of the United States for the eastern district of Missouri, the following further proceedings were had in this cause on Wednesday, the 2d day of April, A. D. 1873, to wit:

BLAKELEY WILSON, PLAINTIFF,
vs.
PETER BOYCE, DEFENDANT. } Ejectment.

BLAKELEY WILSON, PLAINTIFF,
vs.
LAFAYETTE MCCRELLIS, DEFENDANT. } Ejectment.

This day come the parties in the above-named cases, which have been

consolidated for the purpose of trial, by their respective attorneys, the plaintiff by Henry A. Clover, esquire, and the defendants by Messrs. Dryden & Dryden and R. H. Musser, esquire; and said cases being regularly called for trial, and agreements having been filed therein consenting that the issues may be tried by the court without the intervention of a jury, the hearing of the cases by the court, sitting as a jury, was thereupon proceeded with; but, the same not having been concluded at the hour of adjournment, it is ordered that further proceedings therein be continued until to-morrow morning.

And afterwards, at said March term, A. D. 1873, of said circuit court, the following further proceedings were had in this cause on Thursday, the 3d day of April, A. D. 1873, to wit:

BLAKELEY WILSON, PLAINTIFF,
vs.
PETER BOYCE, DEFENDANT. } Ejectment, (consolidated.)

BLAKELEY WILSON, PLAINTIFF,
vs.
LAFAYETTE MCCRELLIS, DEFENDANT. } Ejectment, (consolidated.)

This day come again the parties, by their respective attorneys, as on yesterday, whereupon the hearing of these cases was resumed, and the same were further heard, argued by counsel, and submitted upon the pleadings and proofs; and the court, not being fully advised in the
8 premises, takes the said cases under advisement. It is further ordered that the plaintiff be, and he is hereby, required to file a brief within thirty days from this date; and the defendants are in like manner required to file their briefs within fifteen days thereafter.

And afterwards, at the September term, A. D. 1873, of said circuit court, the following further proceedings were had in this cause on Wednesday, the 20th day of September, A. D. 1873, to wit:

Finding and judgment.

BLAKELEY WILSON, PLAINTIFF,
vs.
PETER BOYCE, DEFENDANT. } Ejectment.

This day come the parties, by their respective attorneys, the plaintiff, by H. A. Clover, esquire, and the defendant by Messrs. Dryden and Dryden, and this case having submitted to the court, sitting as a jury, upon the pleadings and proofs at a former term thereof, and being now fully advised in the premises, the court finds for the defendant on the issues joined herein, and returns a special finding of the facts proven upon the trial of said case, in words and figures following, to wit: (Said special finding is here spread in full upon the records of said court, and stands copied into the body of the bill of exceptions in this case, on page 97 of this transcript.) It is therefore considered and adjudged by the court that the plaintiff, Blakeley Wilson, take nothing by his writ herein; and that the defendant, Peter Boyce, go hence without day, and recover against said plaintiff the costs herein expended, and that execution be issued therefor.

And afterwards, at said September term, A. D. 1873, of said
9 circuit court, the following further proceedings were had in this cause on Wednesday, the 24th day of September, A. D. 1873, to wit:

BLAKELEY WILSON, PLAINTIFF,
vs.
PETER BOYCE, DEFENDANT. } Ejectment.

BLAKELEY WILSON, PLAINTIFF,
vs.
LAFAYETTE MCCRELLIS, DEFENDANT. } Ejectment.

This day come the parties, by their attorneys, and thereupon the plaintiff presents to the court his bill of exceptions in these cases, which, having been examined by the court, is signed by the honorable John F. Dillon, presiding judge, and ordered to be made a part of the record herein, and to be filed with the papers herein.

The bill of exception filed as aforesaid is in the words & figures following, to wit:

Bill of exceptions.

In the circuit court of the United States, eastern district of Missouri.

BLAKELEY WILSON, PLAINTIFF,
vs.
PETER BOYCE AND LAFAYETTE MCCRELLIS, DEFENDANTS. }

Be it remembered that on the trial of this cause the plaintiff, to sustain the issues on his part joined between himself and the defendants, read a stipulation between himself and the defendants, and made part of the record, whereby it was stipulated and admitted that the lands in suit, by virtue of the act entitled "An act granting the right of way and making a grant of land to the States of Arkansas & Missouri
10 to aid in the construction of a railroad from a point on the Mississippi opposite the mouth of the Ohio River, via Little Rock, to the Texas boundary, near Fulton, in Arkansas, with branches to Fort Smith and the Mississippi River," approved February 9th, 1853, and of the act of the general assembly of the State of Missouri, entitled "An act to confirm the incorporation of the Cairo and Fulton Railroad Company of Missouri, and to apply to the construction of the same the grant of lands made to the State of Missouri, by the Congress of the United States, and to accept said grant of land," approved February 20, 1855, became vested in full and complete title in the corporation, the Cairo and Fulton Railroad Company, and it was admitted by the defendant that the value of the lands in controversy exceeded the sum of twenty-five hundred dollars, under a stipulation as follows:

Stipulation of counsel.—Filed April 2d, 1873.

In the United States circuit court.

BLAKELEY WILSON, PLAINTIFF,
vs.
LAFAYETTE MCCRELLIS, DEFENDANT. } Ejectment.

BLAKELEY WILSON, PLAINTIFF,
vs.
PETER BOYCE, DEFENDANT. } Ejectment.

It is hereby admitted and agreed by and between the respective par-

ties plaintiff and defendant in the said cases above-named, and which said admission and agreement is to be read and used upon the trial of said cases in said court, that the title to the lands & premises sued for, and recovery of possession whereof is sought in said actions, passed from the United States to the State of Missouri under the act of Congress entitled "An act granting the right of way and making a grant of land to the States of Arkansas & Missouri to aid in the con-
11 struction of a railroad from a point on the Mississippi opposite the mouth of the Ohio River, via Little Rock, to the Texas boundary, near Fulton, in Arkansas, with branches to Fort Smith and the Mississippi River," approved February 9th, 1853. (Public Laws of the United States, Little, Brown & Company edition, pp. 155 & 156.)

That, under and by virtue of an act of the general assembly of the State of Missouri, entitled "An act to confirm the incorporation of the Cairo and Fulton Railroad Company of Missouri, and to apply to the construction of the same the grant of lands made to the State of Missouri by the Congress of the United States, and to accept said grant of land," approved February 20, 1855, (Laws of Missouri, 1855, p. 314, 315, 316, 317,) the said lands & premises sued for became vested in full and complete title in the Cairo and Fulton Railroad Company of Missouri, a corporation duly organized under the laws of said State and said act, in manner as is provided in and by said last-named act, on the 21st day of Feb'y, so that the title to the land sued for in the said above-entitled causes by virtue of the provisions of the said act of Congress and the said act of the general assembly, became, as aforesaid, fully vested in the said corporation, the Cairo & Fulton Railroad Company, from and after the time of the passage of said act of the general assembly of the State of Missouri.

That at the time and previous to the time of the commencement of the said above-entitled suits against the said named defendants, the said defendants were severally in possession of the several parcels
12 or tracts of land respectively described in the declarations in said entitled cases.

That the value of the monthly rents and profits of the lands sued for in these actions is one dollar.

That the several parcels and tracts of land sued for in these actions are of the value each of twenty-five hundred dollars.

H. A. CLOVER, *for Plff.*
DRYDEN & DRYDEN.

The plaintiff then, further to maintain the said issue on his part, offered and gave in evidence a resolution of the board of directors of the said corporation, the Cairo and Fulton Railroad Company, passed by the said board of directors on the 8th day of March, 1858, in the words & figures following:

"Resolved, That the president prepare and execute, in behalf of this company, a proper deed of trust of four hundred thousand acres of its lands, together with its railroad, subject to the prior lien of the State of Missouri in respect of said railroad, for the securing of its payment of its sixteen hundred bonds of one thousand dollars each, with their interest, as is provided in said bonds, bearing date May the twenty-third, A. D. 1857, and that in the delivery of said deed of trust to the trustees named in said bonds and its due execution he shall cause the same to be recorded and its provisions carried into effect."

And also a further resolution of the said board of directors, passed on the 28th day of August, A. D. 1858, as follows:

"Ordered that the president cause to be, executed and delivered a deed of trust executed in behalf this company, dated May 23d, 1857, which shall include and comprise all the remaining lands of this
13 company, heretofore or hereafter to be acquired, with provision therein for further securing the payment of the interest and principal of the sixteen hundred bonds of this company heretofore authorized to be issued."

The plaintiff then gave in evidence a deed made by the said Cairo and Fulton Railroad Company, by its president, to John Moore, John Wilson, and Albert G. Waterman, dated the 23d day of May, 1857, in the words & figures following, to wit:

Deed from the Cairo & Fulton R. R. Company to Moore, Wilson & Waterman, trustees, 23d May, A. D. 1857.

"This indenture, made this 23d day of May, in the year of our Lord one thousand eight hundred & fifty-seven, between the Cairo and Fulton Railroad Company of Missouri, of the first part, and John Moore & John Wilson, of the State of Illinois, and Albert G. Waterman, of the State of Pennsylvania, trustees, of the second part, witnesseth:

"Whereas the said parties of the first part, for the purpose of raising funds from time to time for the construction, furnishing, and completion of their railroad, as surveyed and established under and by virtue of the laws of the State of Missouri, propose to issue and deliver from time to time, as may be necessary, their bonds or obligations, bearing even date herewith, and thereby to become indebted to divers persons, bodies politic or corporate, who shall become holders of said bonds or obligations in the just and full sum, in the aggregate, of one million and six hundred thousand dollars, lawful money of the United States of America, secured to be paid by their sixteen hundred bonds or obligations of one thousand dollars each, providing for the payment unto the said persons, bodies politic or corporate, or their assigns, respectively, the said sums of money therein provided to be paid on the first day of October, which will be in the year one thousand eight hundred & eighty-two, (1882;) and also interest for the same at and after the rate of seven per
14 centum per annum, payable on the first days of April and October in each year, upon and after the first day of April, in the year one thousand eight hundred and fifty-eight, (1858,) until the principal sums named in said bonds or obligations, respectively, shall be severally paid and satisfied in the manner and form in the said bonds or obligations set forth and declared, and, as by reference thereto, will more fully appear.

Now, therefore, this indenture witnesseth that the said parties of the first part, for the better securing and more surre payment of the said sums of money mentioned in said bonds or obligations, and each and every of them, according to the true intent and meaning thereof, and also for and in consideration of the sum of one dollar in hand paid by the said parties of the second part, at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, and sold, remised, released, conveyed, and confirmed, and by these presents do grant, bargain, & sell, remise, release, convey, and confirm unto the said parties of the second part, and the survivor and survivors, successor and successors of them, forever, all and singular the lands and real estate described and set forth in the schedule hereto annexed, marked and numbered one, pages one to fifty-two, inclusive, and made part and parcel of this indenture as fully as if

the same were here inserted at length, being public lands free from incumbrance, and held by the said parties of the first part by absolute title in fee-simple, under letters-patent from the United States of America and the State of Missouri, and lying along and contiguous to the railroad of the said parties of the first part, to aid in the construction, completion, furnishing, and maintenance of their said railroad, 15 amounting in quantity to four hundred thousand acres of land, and also all and singular the several pieces or parcels of land being the road-way, stations, and depots of the railroad of the said parties of the first part, from the Mississippi River, at the mouth of the Ohio, to the southern boundary of the State of Missouri, being in length about seventy-seven and a half miles, and all and singular the stations and depot-buildings, engine-houses, and other improvements and constructions thereon, now made or hereafter to be made, together with all and singular the emoluments, income, and advantages, tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and also all the estate, right, title, interest, property, claim, and demand whatsoever, at law or in equity, of the said parties of the first part, of, in, and to the same, and each and every part and parcel thereof, with the appurtenances, to have and to hold, all and singular, the lands and tenements hereby granted or intended so to be, and each and every part and parcel thereof, with the appurtenances, unto the said parties of the second part and the survivor and survivors, successor and successors of them, forever, as joint tenants, and not tenants in common, for the uses and purposes of this indenture set forth and herein declared; subject, however, with respect to said railroad and every part and section thereof and its appurtenances, to a prior first and only present lien, in the nature of a mortgage, in favor of the State of Missouri, made to secure and indemnify said State against the payment of such bonds or obligations as said State may from time to time issue and deliver to the said parties of the first part, to aid in the 16 construction of said road, under and by virtue of the provisions of two several acts of the general assembly of said State of Missouri, entitled and approved as follows: "An act to expedite the construction of the Cairo & Fulton Railroad of Missouri," passed December 11th, A. D. 1855; and also "An act to amend an act to secure the completion of certain railroads in this State, and for other purposes," approved December 10, 1855, approved March 3d, A. D. 1857. The amount of said bonds or obligations so to be executed and delivered by said State, and to secure the payment of which by the said parties of the first part, the said lien or mortgage is created in favor of said State, not to exceed the sum of six hundred & fifty thousand dollars, with the interest thereon at the rate of six per cent. per annum, as by reference to said several acts above recited will more fully appear; it being specially declared and provided that nothing herein contained shall have effect or operate as a lien upon said railroad, nor any part nor section thereof, nor its appurtenances, prior to or in derogation of, or in any way interfering with the lien of the said State under the laws above recited, but that the same shall remain subject in all respects to the full operation of said acts, according to their true intent and meaning, as if this indenture had not been executed; said railroad and its appurtenances to be subject also to the possession, control, and management of the said parties of the first part, so long as the conditions of said bonds or obligations to be issued by the said parties of the first part shall remain unforfeited by the proper performance of all the stipulations thereof; provided

always, and these presents are upon the express condition, that if the said parties of the first part shall well and truly pay or cause to
17 be paid to the holders of the said bonds or obligations, and every of them, the principal sums of money therein mentioned, with the interest thereon, at the times and in the manner therein provided, according to the true intent and meaning thereof, and of these presents, that then and from thenceforth this indenture and the estate hereby granted shall cease, determine, and be utterly void.

And this indenture further witnesseth that these presents and the said bonds or obligations are made, executed, and delivered upon the terms, conditions, and agreements following, that is to say:

First. That the actual possession, use, management, and control of the said railroad, with all the appurtenances thereto belonging, shall be and remain with the said parties of the first part, without any molestation or interference of the said parties of the second part, so long as the conditions of the said bonds or obligations shall remain without default or forfeiture and the said parties of the first part shall perform and keep the stipulations thereof.

Second. That from and after the due execution and delivery of this instrument the said lands shall be deemed and taken to be in the legal possession and control of the said parties of the second part, as in case of absolute title in fee-simple, with full covenants of seizure and warranty, subject only to such occupancy and right of way, and the right to take timber and other material from any part or parcel thereof, as may be necessary in the construction, maintenance, and operation of the railroad of the said parties of the first part, and the branches and connections thereto. The said parties of the first part shall, with as little delay as practicable, furnish to the said parties of the second part such maps, plats, schedules, and lists of the lands hereby granted
18 as they may require, with descriptions of the locations and character thereof and a list of valuations for their information in selling; it being provided that such valuations shall not be less in the aggregate than two millions of dollars, being an average price of five dollars per acre.

Third. That the said parties of the second part, having first been provided with proper maps, schedules, etc., as aforesaid, and fixed therein lists of valuations or selling prices, shall and will grant, bargain, sell, and convey to all persons, bodies politic or corporate, applying for the purchase of any of the lands and premises above mentioned, making or tendering payment therefor; such sales may be for cash or bonds of the said parties of the first part, part and parcel of the same bonds hereinbefore referred to, or partly for each, upon such credits and at such rates of interest as the said parties of the second part may determine. They may in selling upon credit adopt and use such form of contract and take such security for the payment of purchase-money and its interest as they may determine; and may from time to time change and adjust the selling prices according to the true value of each tract of land to be sold. But if by reason of inferior quality any land shall be sold for a less sum than five dollars per acre, a sufficient quantity of other lands shall have been or shall be sold at prices above that sum so as to maintain and keep good at each accounting or return made of lands sold, the actual average of prices for land sold at the time at not less than five dollars per acre.

Fourth. The purposes of this trust being to secure to the holders thereof the payment of the sixteen hundred bonds aforesaid, with
19 the interest thereon, it is hereby provided and declared that each

and every tract of land comprised in the schedule hereto annexed and herein conveyed, now is and shall remain subject to the liabilities and uses of this trust until released and discharged, as hereinafter provided, that is to say, on the execution of any deed to which any purchaser may become entitled, the said parties of the second part may require from such purchaser bonds of the said parties of the first part to the full amount of the purchase-price of the land sold, or if all or any portion of said amount shall have been or shall then be paid in money, it shall be the duty of the said parties of the second part to purchase therewith sufficient bonds to bring to their hands on account of each tract sold, bonds in amount equal to the purchase-money thereof, so that in no case shall any tract of land be conveyed by deed of the said parties of the second part without the surrender and consequent discharge of such bonds to the full amount of the purchase-money aforesaid. On tender of any bond exceeding in amount or less than the purchase-price, the said parties of the second part may pay to or receive from the purchaser such difference as there may be in money or otherwise, as they may determine. For convenience in selling the said parties of the second part may issue their scrip for parts or fractional amounts of bonds, on cancelling a like amount in bonds, which scrip may, in such manner as they shall therein provide, be receivable for lands in lieu of bonds.

Fifth. The said parties of the second part shall and will cancel and discharge each and every bond or obligation and the interest-warrants thereon, which they may receive in payment for land, by defacing the seal of the corporation and writing thereon such memorandum as will effectually destroy the validity of the same, it being the intent hereof to anticipate the payment of said bonds by the sale and conveyance of said lands in such manner that the sale of lands and the cancellation of bonds shall proceed pari passu to the end without diminution of the actual security upon which all or each of said bonds at any time outstanding may rest. On payment being made by the purchaser of any such tract or tracts of land in money or bonds as herein required, and the due execution and delivery of proper deeds of conveyance, the tract or tracts so conveyed shall thereby be released and discharged from the operation of this indenture and held no longer liable for the fulfillment of the conditions hereof; it being intended that such conveyance shall operate as an acquittance of the particular tract or tracts so conveyed, and vest in the purchaser an absolute and indefeasible title in fee-simple.

Sixth. That the said parties of the first part shall, and will, when required so to do, deliver to the said parties of the second part full and sufficient security, to be approved by them, for the punctual and full payment by the said parties of the first part of all the interest-warrants of said sixteen hundred bonds or obligations as the same shall from time to time become due and payable. Such security may consist of money in hand or interest-paying State bonds, or stocks, or of lands to be conveyed in trust to the said parties of the second part. Such securities, of whatsoever kind the same may be, shall be given to the said parties of the second part, under such assignments, conveyances, and acquittances by and in behalf of the said parties of the first part as will confer upon the said parties of the second part absolute and summary power of sale, according to their discretion, without process of law, whenever the said parties of the first part shall fail to pay the interest-warrants aforesaid, or any part thereof, according to the terms thereof. All interest-warrants paid by the said parties of the

shall have been exhausted; and it is hereby mutually agreed by and between the parties to these presents, that the said parties of the second part, their heirs, executors, or administrators, shall not be answerable for the acts, omissions, or defaults of each other, and that each shall be accountable only for the exercise of reasonable diligence in the management of said trust. And it is further agreed that the said parties of the first part, their successors, and all and any persons whomsoever lawfully or equitably deriving any estate, right, title, or interest, of, in, or to the premises hereinbefore granted, by, from, under, or in trust
26 for them, shall or will at any time or times hereafter, upon the reasonable request, and at the proper costs and charges, in the law, of the said parties of the second part, their successors and assigns, make, do, and execute, and cause to be made, done, and executed, all and every such further and other reasonable acts, conveyances, and assurances, in the law, for the better and more effectually vesting and confirming the premises hereby granted or intended so to be, in and to the said parties of the second part, their successors and assigns, forever, and to secure the due execution of the powers herein granted, as by the said parties of the second part, their successors, and assigns, or by counsel, learned in the law, shall be reasonably devised, advised, or required. In witness whereof the said parties of the first part, the Cairo and Fulton Railroad Company of Missouri, have caused their corporate seal to be hereunto affixed, and these presents to be signed by Mason Brayman, their president; and the said parties of the second part, the said John Moore, John Wilson, and Albert G. Waterman, trustees, in testimony of their acceptance of said trust, have hereunto set their hands and seals the day and year first above written.

[L. S.] M. BRAYMAN,
President Cairo & Fulton R'road Co. of Mo.

Attest:
G. R. TEASDALE,
Sec'y C. & F. R. R. Co. of Mo.

JOHN MOORE. [SEAL.]
JOHN WILSON. [SEAL.]
A. G. WATERMAN. [SEAL.]

Witness as to A. G. Waterman:
JNO. G. BREBAN.

27 UNITED STATES OF AMERICA,
Southern District of Illinois, ss:

I, George W. Lowry, clerk of the circuit court of the United States for the southern district of Illinois, do hereby certify that, on this thirtieth day of April, A. D. 1858, before me, at my office in the city of Springfield, in said State, came Mason Brayman, the president of the Cairo and Fulton Railroad Company of Missouri, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as a party thereto; and who, being by me duly sworn, deposes and says that he resides in the city of Springfield, in said State; that he is the president of the said Cairo & Fulton Railroad Company of Missouri; that the seal affixed to the said instrument, is the corporate seal of said company, and was affixed to the said instrument by authority of the board of directors of said company for the uses and purposes therein expressed, and that he, by like authority, did subscribe his name as president of said Cairo and Fulton Railroad Company of Missouri.

In witness whereof I have hereunto subscribed my name and affixed

the seal of my said office, at the city of Springfield, the thirtieth day of April, A. D. 1858.

[L. S.] GEO. W. LOWRY, *Clerk.*

UNITED STATES OF AMERICA,
Southern District of Illinois, ss :

I, George W. Lowry, clerk of the circuit court of the United States for the southern district of Illinois, do hereby certify that, on
28 this seventh day of May, A. D. 1858, before me, at my office in the city of Springfield, in said State, came John Moore and John Wilson, trustees of the Cairo and Fulton Railroad Company of Missouri, who are to me personally known to be the same persons whose names are subscribed to the foregoing deed of trust as parties thereto, and acknowledged that they had signed and executed the same as such trustees as their act and deed, for the uses and purposes therein expressed.

In witness whereof I have hereunto subscribed my name and affixed the seal of my said office, at the city of Springfield, the seventh day of May, A. D. 1858.

[L. S.] GEO. W. LOWRY, *Clerk.*

UNITED STATES OF AMERICA,
Eastern District of Pennsylvania, ss :

I, Benjamin Patton, clerk of the circuit court of the United States for the eastern district of Pennsylvania, do hereby certify that, on the 14th day of May, A. D. 1858, before me, at my office in the city of Philadelphia, in said State, came Albert G. Waterman, trustee of the Cairo and Fulton Railroad Company of Missouri, who is to me personally known to be the same person whose name is subscribed to the foregoing deed of trust as a party thereto, and acknowledged that he had signed and executed the same as such trustee as his act and deed, for the uses and purposes therein expressed.

In witness whereof I have hereunto subscribed my name and
29 affixed the seal of my office, at the city of Philadelphia, on the fourteenth day of May, A. D. 1858.

[L. S.] BENJ. PATTON.

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
N. W. ¼ of N. W. ¼	9	22 N.	4 E.	40. 00	
All of	9	23 "	5 "	640. 00	
N. ½ of N. E. ¼	11	23 "	" "	80. 00	
N. W. ¼	"	" "	" "	160. 00	
N. W. ¼ of S. W. ¼	"	" "	" "	40. 00	
N. E. ¼ " N. E. ¼	19	" "	" "	40. 00	
W. ½ " N. E. ¼	"	" "	" "	80. 00	
Lot 1 " N. W. ¼	"	" "	" "	80. 00	
W. ½ " N. W. ¼	35	24 "	5 "	80. 00	
W. ½ " S. E. ¼	"	" "	" "	80. 00	
S. E. ¼ " S. W. ¼	"	" "	" "	40. 00	
W. ½ " S. W. ¼	"	" "	" "	80. 00	
N. E. ¼ " N. E. ¼	9	24 "	6 "	40. 00	
S. ½ " S. W. ¼	"	" "	" "	80. 00	
Lots 6 & 8 " S. E. ¼	11	" "	" "	59. 85	
Lot 8 or S. W. ¼ of N. W. ¼	13	" "	" "	40. 00	
All of	19	" "	" "	692. 70	
Lot 2 of N. W. ¼	31	" "	" "	97. 50	
N. E. ¼ " N. W. ¼	35	25 "	6 "	40. 00	
W. ½ " N. W. ¼	"	" "	" "	80. 00	
S. E. ¼ " S. W. ¼	"	" "	" "	40. 00	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
W. ¼ " S. W. ¼	"	" "	" "	80. 00	
W. ½ lot 1 of N. E. ¼	3	25 "	7 "	40. 00	
Lot 2 of N. E. ¼	"	" "	" "	80. 60	
W. ½	"	" "	" "	320. 94	
S. W. ¼ " S. E. ¼	"	" "	" "	40. 00	
W. ½ and N. E. ¼	17	" "	" "	469. 20	
N. E. ¼ of S. E. ¼	"	" "	" "	39. 06	
W. ½ " S. E. ¼	"	" "	" "	78. 12	
N. ½	1	21 "	8 "	225. 00	East of St. Francis River.
N. E. ¼ of S. E. ¼	"	" "	" "	40. 00	" " " " "
W. ½ " S. E. ¼	"	" "	" "	80. 00	" " " " "
Lots 3, 4, & 5 of S. W. ¼	"	" "	" "	100. 30	" " " " "
Fractional section	25	" "	" "	22. 75	" " " " "
N. E. ¼	1	26 "	8 "	155. 26	
W. ½ lot 1 of N. W. ¼	"	" "	" "	40. 81	
Lot 2 of N. W. ¼	"	" "	" "	63. 18	
N. W. ¼ " S. W. ¼	"	" "	" "	40. 00	
All of	11	" "	" "	640. 00	
				5, 165. 27	
30 2 Bro't from page 1				5, 165. 27	
S. E. ¼ of N. E. ¼	13	26 N.	8 E.	40. 82	
W. ½ " N. E. ¼	"	" "	" "	81. 64	
S. ½ "	"	" "	" "	325. 90	
N. E. ¼ " N. W. ¼	"	" "	" "	40. 81	
N. E. ¼	15	" "	" "	160. 00	
N. ½ of N. W. ¼	"	" "	" "	80. 00	
S. W. ¼ " N. E. ¼	23	" "	" "	40. 00	
N. ½ " N. W. ¼	"	" "	" "	80. 00	
Lot 1, 12, 17, & 18 of S. E. ¼	31	" "	" "	108. 45	
Lot 9 of N. W. ¼	"	" "	" "	22. 00	
N. ½	3	20 "	9 "	318 58	
W. ½ lot 1 N. W. ¼	1	21 "	" "	40. 00	
All of	3	" "	" "	652. 36	
E. ½ lot 1 of N. E. ¼	5	" "	" "	40. 00	
Lot 2 " N. E. ¼	"	" "	" "	86. 22	
N. W. ¼	"	" "	" "	164. 76	
S. E. ¼ of S. E. ¼	"	" "	" "	40. 00	
W. ½ " S. E. ¼	"	" "	" "	80. 00	
N. W. ¼ " S. W. ¼	"	" "	" "	40. 00	
E. ½ " S. W. ¼	"	" "	" "	80. 00	
All of	9	" "	" "	640. 00	
All of	17	" "	" "	640 00	
E. ½ lot 1 of N. E. ¼	3	22 "	9 "	39. 88	
E. ½ lot 2 of N. E. ¼	"	" "	" "	43. 18	
E. ½ of S. W. ¼	"	" "	" "	80. 00	
S. W. ¼ " N. E. ¼	11	" "	" "	40. 00	
N. W. ¼	"	" "	" "	160. 00	
S. E. ¼ of S. E. ¼	"	" "	" "	40. 00	
W. ½ " S. E. ¼	"	" "	" "	80. 00	
S. ½ " S. W. ¼	"	" "	" "	80. 00	
S. E. ¼ " N. E. ¼	13	" "	" "	40. 00	
W. ½ " N. W. ¼	"	" "	" "	80. 00	
W. ½ " S. E. ¼	"	" "	" "	80. 00	
S. W. ¼	"	" "	" "	160. 00	
E. ½	15	" "	" "	320. 00	
S. E. ¼ of N. W. ¼	"	" "	" "	40. 00	
E. ½ " S. W. ¼	"	" "	" "	80. 00	
S. E. ¼ " S. E. ¼	21	" "	" "	40. 00	
				10, 369. 87	
3 Bro't from page 2				10, 369. 87	
All of	23	22 N.	9 E.	640. 00	
W. ½ and S. E. ¼	27	" "	" "	480. 00	
N. W. ¼ of N. E. ¼	"	" "	" "	40. 00	
E. ½ of N. E. ¼	"	" "	" "	80. 00	
E. ½	31	" "	" "	320. 00	
E. ½ and S. W. ¼	33	" "	" "	480. 00	
E. ½ of N. W. ¼	"	" "	" "	80. 00	
W. ½ " N. W. ¼	35	" "	" "	80. 00	
N. E. ¼ " S. W. ¼	"	" "	" "	40. 00	
31 S. W. ¼ " S. E. ¼	"	23 "	9 "	40. 00	
S. E. ¼ " S. W. ¼	"	" "	" "	40. 00	
S. W. ¼ " S. E. ¼	1	25 "	9 "	40. 00	
E. ½ lot 1 " N. E. ¼	1	26 "	9 "	40. 00	
Lot 2 " N. E. ¼	"	" "	" "	84. 08	
E. ½	3	" "	" "	322. 11	
Lot 1 of N. W. ¼	"	" "	" "	80. 00	
E. ½ lot 2 N. W. ¼	"	" "	" "	41. 79	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
N. ½ of S. W. ¼	"	" "	" "	80. 00	
W. ½	5	" "	" "	317. 10	
N. ½ of S. E. ¼	"	" "	" "	37. 80	
N. ½ " N. E. ¼	7	" "	" "	80. 00	
N. ½ lot 2 S. W. ¼	"	" "	" "	50. 81	
S. E. ¼ of N. E. ¼	9	" "	" "	40. 00	
N. E. ¼ " S. E. ¼	"	" "	" "	40. 00	
N. W. ¼ " S. W. ¼	11	" "	" "	40. 00	
N. W. ¼ " N. W. ¼	17	" "	" "	40. 00	
S. ½ " S. W. ¼	"	" "	" "	80. 00	
S. ½ lot 2 N. W. ¼	19	" "	" "	49. 00	
Lot 2 S. W. ¼	"	" "	" "	96. 16	
W. ½	25	27 "	9 "	320. 00	
S. ½ of S. E. ¼	"	" "	" "	80. 00	
W. ¼ " N. E. ¼	27	" "	" "	80. 00	
S. W. fr'l ¼	33	" "	" "	35. 60	
N. E. ¼ of N. E. ¼	35	" "	" "	40. 00	
W. ½ N. E. ¼	"	" "	" "	80. 00	
W. ½	"	" "	" "	320. 00	
W. ½ of S. E. ¼	"	" "	" "	80. 00	
S. E. ¼ " S. E. ¼	"	" "	" "	40. 00	
				15, 324. 32	
4 Bro't from page 3				15, 324. 32	
E. ½ lot 2 of N. E. ¼	3	21 N.	10 E.	29. 50	
N. W. ¼ of S. E. ¼	"	" "	" "	40. 00	
E. ½ " S. W. ¼	"	" "	" "	80. 00	
Lot 1 N. E. ¼	5	" "	" "	80. 00	
E. ½ lot 2 of N. E. ¼	"	" "	" "	36. 64	
W. ½ of S. W. ¼	"	" "	" "	80. 00	
E. ½ of N. E. ¼	9	" "	" "	80. 00	
W. ½ of S. E. ¼	"	" "	" "	80. 00	
S. E. ¼ S. W. ¼	"	" "	" "	40. 00	
W. ½ of S. W. ¼	"	" "	" "	80. 00	
E. ½ and N. W. ¼	17	" "	" "	480. 00	
E. ½ of S. W. ¼	"	" "	" "	80. 00	
N. E. ¼	5	25 "	10 "	167. 86	
N. ½ of S. W. ¼	1	26 "	" "	80. 00	
Lot 2 " N. E. ¼	3	" "	" "	68. 12	
Lot 1 " N. E ¼	5	" "	" "	80. 00	
W. ½ lot 2 of N. E. ¼	"	" "	" "	33. 81	
N. W. ¼	"	" "	" "	148. 46	
S. E. ¼	"	" "	" "	160. 00	
E. ½ of S. W. ¼	"	" "	" "	80. 00	
N. W. ¼ of S. W. ¼	"	" "	" "	40. 00	
32 N. E. ¼ " N. E. ¼	7	" "	" "	40. 00	
N. ½ lot 2 S. W. ¼	"	" "	" "	57. 21	
S. E ¼ of S. E. ¼	17	" "	" "	40. 00	
S. W. ¼ " S. W. ¼	"	" "	" "	40. 00	
E. ½	19	" "	" "	320. 00	
S. ½ lot 2 of S. W. ¼	"	" "	" "	56. 14	
S. E. ¼ " N. E. ¼	21	" "	" "	40. 00	
N. E. ¼ " N. W. ¼	"	" "	" "	40. 00	
S. ½ " S. E. ¼	"	" "	" "	80. 00	
S. W. ¼	"	" "	" "	160. 00	
S. ½ " S. W. ¼	23	" "	" "	80. 00	
S. W. ¼ " N. E. ¼	25	" "	" "	40. 00	
S. E. ¼ " N. W. ¼	"	" "	" "	40. 00	
S. E. ¼ " S. W. ¼	"	" "	" "	40. 00	
W. ½ " S. W. ¼	"	" "	" "	80. 00	
E. ½ " N. E. ¼	27	" "	" "	80. 00	
S. W. ¼ " N. E. ¼	"	" "	" "	40. 00	
				18, 642. 06	
5 Bro't from page 4				18, 642. 06	
S. ½ of N. W. ¼	27	26 N.	10 E.	80. 00	
N. ½ " S. E. ¼	"	" "	" "	80. 00	
N. W. ¼ " N. E. ¼	29	" "	" "	40. 00	
W. ½ " N. W. ¼	"	" "	" "	80. 00	
N. ½ lot 1 of N. W. ¼	31	" "	" "	40. 00	
Lot 2 of N. W. ¼	"	" "	" "	110. 27	
N. E. ¼ " S. E. ¼	"	" "	" "	40. 00	
W. ½ " S. E. ¼	"	" "	" "	80. 00	
S. ½ lot 1 " S. W. ¼	"	" "	" "	40. 00	
Lot 2 " S. W. ¼	"	" "	" "	109. 52	
N. E. ¼	33	" "	" "	160. 00	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
S. E. ¼ of N. W. ¼	35	" "	" "	40. 00	
W. ½ " N. W. ¼	"	" "	" "	80. 00	
E. ½ " N. E. ¼	11	27 "	10 "	80. 00	
N. W. ¼ " N. E. ¼	"	" "	" "	40. 00	
E. ½ and S. W. ¼ of S. E. ¼	"	" "	" "	120. 00	
N. E. ¼ of S. W. ¼	"	" "	" "	40. 00	
S. E. ¼ of N. W. ¼	"	" "	" "	40. 00	
E. ½ of N. W. ¼	13	" "	" "	80. 00	
N. W. ¼ " N. W. ¼	"	" "	" "	40. 00	
S. W. ¼ " S. W. ¼	"	" "	" "	40. 00	
E. ½ " N. W. ¼	15	" "	" "	80. 00	
N. W. ¼ " N. W. ¼	"	" "	" "	40. 00	
Lots 9, 12, & 11 of sec	21	" "	" "	130. 05	
Lot 8 of section	25	" "	" "	39. 65	
S. W. ¼ of N. W. ¼	27	" "	" "	40. 00	
N. ½ " S. W. ¼	"	" "	" "	80. 00	
W. ½ " N. E. ¼	31	" "	" "	80. 00	
Lot 1 " N. W. ¼	"	" "	" "	80. 00	
N. ½ lot 2 of N. W. ¼	"	" "	" "	40. 00	
N. ½ S. E. ¼	"	" "	" "	80. 00	
S. W. ¼	"	" "	" "	206. 76	
N. ½ of N. W. ¼	33	" "	" "	80. 00	
33 W. ½ " S. E. ¼	29	" "	" "	80. 00	
S. E. ¼ " S. E. ¼	3	26 "	11 "	40. 00	
W. ½ " S. E. ¼	"	" "	" "	80. 00	
S. W. ¼	"	" "	" "	160. 00	
All of	5	" "	" "	632. 86	
				22, 071. 17	
6 Bro't from page 5				22, 071. 17	
N. E. ¼ of N. E. ¼	7	26 N.	11 E.	40. 00	
S. W. ¼ of N. E. ¼	"	" "	" "	40. 00	
W. ½	"	" "	" "	114. 74	
S. W. ¼ of S. E. ¼	"	" "	" "	40. 00	
N. E. ¼ " N. E. ¼	9	" "	" "	40. 00	
W. ½ " N. E. ¼	"	" "	" "	80. 00	
S. E. ¼ " N. W. ¼	"	" "	" "	40. 00	
W. ½ " N. W. ¼	"	" "	" "	80. 00	
S. W. ¼ " S. E. ¼	"	" "	" "	40. 00	
S. W. ¼	"	" "	" "	160. 00	
S. W. ¼ of S. E. ¼	11	" "	" "	40. 00	
S. E. ¼ " S. W. ¼	"	" "	" "	40. 00	
N. E. ¼ " S. W. ¼	"	" "	" "	40 00	
N. ½	15	" "	" "	320. 00	
N. E. ¼ of S. E. ¼	"	" "	" "	40. 00	
W. ½ " S. E. ¼	"	" "	" "	80. 00	
E. ½ " S. W. ¼	"	" "	" "	80. 00	
N. W. ¼ " S. W. ¼	"	" "	" "	40. 00	
N. ½ " N. E. ¼	17	" "	" "	80. 00	
N. E. ¼ " N. W. ¼	"	" "	" "	40. 00	
E. ½ " N. E. ¼	7	27 "	11 "	80. 00	
S. W. ¼ " N. E. ¼	"	" "	" "	40. 00	
S. ½ "	"	" "	" "	211. 00	
E. ½ " N. E. ¼	9	" "	" "	80. 00	
S. W. ¼ " N. E. ¼	"	" "	" "	40. 00	
S. E. ¼	"	" "	" "	160. 00	
S. ½ of S. W. ¼	"	" "	" "	80. 00	
All of	11	" "	" "	640. 00	
N. ½	13	" "	" "	320. 00	
N. W. ¼ of N. W. ¼	15	" "	" "	40. 00	
E. ½ " N. E. ¼	17	" "	" "	80. 00	
N. W. ¼ " N. E. ¼	"	" "	" "	40. 00	
N. W. ¼	"	" "	" "	160. 00	
E. ½ " S. E. ¼	"	" "	" "	80. 00	
N. W. ¼ " S. E. ¼	"	" "	" "	40. 00	
N. E. ¼ " S. W. ¼	"	" "	" "	40. 00	
N. E. ¼	19	" "	" "	160. 00	
N. W. ¼	"	" "	" "	52. 85	
				25, 890. 16	
7 Bro't from page 6				25, 890. 16	
N. ½ of S. E. ¼	19	27 N.	11 E.	80. 00	
W. ½ " N. W. ¼	"	" "	" "	80. 00	
N. W. ¼ " S. W. ¼	21	" "	" "	40. 00	
34 N. E. ¼ " N. E. ¼	31	" "	" "	40. 00	
W. ½	"	" "	" "	106. 46	
Lots 1, 2, 5, and 6, of N. E. ¼	1	27 "	13 "	348. 97	
W. ½ lots 3 & 4 N. E. ¼	"	" "	" "	80. 00	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
Lots 1, 2, 5, & 6, of N. W. ¼	"	" "	" "	376. 21	
W. ½ lot 3, " N. W. ¼	"	" "	" "	40. 00	
E. ½ lot 4, " N. W. ¼	"	" "	" "	40. 00	
W. ½ S. E. ¼	"	" "	" "	80. 00	
S. W. ¼	"	" "	" "	160. 00	
W. ½ lot 6, of N. E. ¼	3	" "	" "	65. 50	
Lots 1 & 2 " N. W. ¼	"	" "	" "	160. 00	
E. ½ lot 3 " N. W. ¼	"	" "	" "	40. 00	
E. ½ lot 6 " N. W. ¼	"	" "	" "	69. 28	
S. W. ¼	"	" "	" "	160. 00	
N. E. ¼ of N. E. ¼	11	" "	" "	40. 00	
S. E. ¼	15	" "	" "	160. 00	
N. E ¼ of S. W. ¼	"	" "	" "	40. 00	
S. W. ¼ " S. W. ¼	"	" "	" "	40. 00	
N. W. ¼	27	" "	" "	160. 00	
N. ½ of S. W. ¼	"	" "	" "	80. 00	
N. E. ¼ " N. E. ¼	11	28 "	" "	40. 00	
W. ½ " S. E. ¼	"	" "	" "	80. 00	
S. E. ¼ " S. W. ¼	"	" "	" "	40. 00	
S. W. ¼ " S. W. ¼	15	" "	" "	40. 00	
W. ½ N. E. ¼	17	" "	" "	80. 00	
E. ½ N. W. ¼	"	" "	" "	80. 00	
N. W. ¼ of N. W. ¼	"	" "	" "	40. 00	
S. E. ¼ " S. E. ¼	"	" "	" "	40. 00	
W. ½ " S. E. ¼	"	" "	" "	80. 00	
S. W. ¼ " N. W. ¼	21	" "	" "	40. 00	
S. E. ¼ " S. E. ¼	"	" "	" "	40. 00	
W. ½ " S. E. ¼	"	" "	" "	80. 00	
S. W. ¼ "	"	" "	" "	160. 00	
N. E. ¼ of N. E. ¼	29	" "	" "	40. 00	
S. ½ " N. W. ¼	"	" "	" "	80. 00	
				29, 336. 58	
8 Bro't from page 7				29, 336. 58	
S. ½ lot 2, N. W. ¼	31	28 N.	13 E.	39. 36	
Lot 1, S. W. ¼	"	" "	" "	80. 00	
N. ½ lot 2, S. W. ¼	"	" "	" "	39. 85	
N. E. ¼ N. W. ¼	35	" "	" "	40. 00	
F'r'l N. W. ¼ of survey No. 2988	5	23 "	14 "	3. 97	
Lot 2 of N. W. ¼	3	24 "	" "	84. 40	
E. f'r'l ½	25	" "	" "	55. 00	
S. E. ¼	13	25 "	" "	160. 00	
S. ½ of S. W. ¼	"	" "	" "	80. 00	
Lot 1 N. E. ¼	1	27 "	" "	79. 75	
E. ½ lots 2 & 3, of N. E. ¼	"	" "	" "	79. 75	
Lots 6 & 7 N. W. ¼	"	" "	" "	126. 61	
35 Lots 1, 2, & 3, of N. E. ¼	3	" "	" "	241. 20	
W. ½ lot 4 " N. E. ¼	"	" "	" "	40. 20	
W. ½ and S. E. ¼	"	" "	" "	853. 41	
W. ½ lots 1 & 2 of N. E. ¼	5	" "	" "	80. 05	
Lots 3, 4, 5, & 6, " N. E. ¼	"	" "	" "	356. 47	
Lots 1, 2, & 3 " N. W. ¼	"	" "	" "	242. 16	
E. ½ lots 4 & 5 " N. W. ¼	"	" "	" "	81. 22	
S. ½	"	" "	" "	320. 00	
W. ½ of S. E. ¼	7	" "	" "	80. 00	
S. W. ¼	"	" "	" "	187. 00	
S. W. ¼ of N. W. ¼	9	" "	" "	40. 00	
N. W. ¼ " S. W. ¼	"	" "	" "	40. 00	
W. ½ " N. W. ¼	11	" "	" "	80. 00	
N. E. ¼	15	" "	" "	160. 00	
S. E. ¼ of N. E. ¼	17	" "	" "	40. 00	
S. ½	"	" "	" "	320. 00	
Lot 1 of N. W. ¼	5	28 "	" "	78. 26	
W. ½ lot 2, N. W. ¼	"	" "	" "	39. 66	
W. ½ of S. E. ¼	"	" "	" "	80 00	
E. ½ S. W. ¼	"	" "	" "	80. 00	
E. ½ S. E. ¼	7	" "	" "	61. 28	
E. ½ N. E. ¼	9	" "	" "	80. 00	
S. W. ¼ of N. E. ¼	"	" "	" "	40. 00	
S. E. ¼	"	" "	" "	160. 00	
E. ½ S. W. ¼	"	" "	" "	80. 00	
S. W. ¼ S. W. ¼	"	" "	" "	40. 00	
				34, 106. 18	
9 Bro't from page 8				34, 106. 18	
S. E. ¼ of N. W. ¼	15	28 N	14 E.	40. 00	
W. ½ " N. W. ¼	"	" "	" "	80. 00	

Lands belonging to the Cairo & Fulton R. R. Co, of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
E. ¼ " S. W. ¼	"	" "	" "	80.00	
N. W. ¼ " S. W. ¼	"	" "	" "	40.00	
W. ½ " N. E. ¼	19	" "	" "	80.00	
S. ½ lots 1 & 2 N. W. ¼	"	" "	" "	80.44	
N. W. ¼ of S. E. ¼	"	" "	" "	40.00	
S. ½ lot 1 " S. W. ¼	"	" "	" "	40.00	
N. ½ lot 2 of S. W. ¼	"	" "	" "	40.12	
E. ½ of N. E. ¼	21	" "	" "	80.00	
E. ½ " S. E. ¼	"	" "	" "	80.00	
W. ½ and N. E. ¼	27	" "	" "	480.00	
W. ½ of S. E. ¼	"	" "	" "	80.00	
S. E. ¼ " S. W. ¼	29	" "	" "	40.00	
All of	31	" "	" "	640.58	
E. ½	33	" "	" "	320.00	
E. ½ of N. W. ¼	"	" "	" "	80.00	
W. ½ " N. E. ¼	35	" "	" "	80.00	
W. ½ N. W. ¼	"	" "	" "	80.00	
W. ½	3	24 "	15 "	311.05	
All of	5	" "	" "	617.41	
All of	9	" "	" "	640.00	
E. ½ N. E. ¼	15	" "	" "	80.00	
36 N. W. ¼ of N. E. ¼	"	" "	" "	40.00	
N. W. ¼	"	" "	" "	160.00	
N. E. ¼ of S. W. ¼	"	" "	" "	40.00	
W. ½ " S. W. ¼	"	" "	" "	80.00	
E. ½	23	" "	" "	320.00	
E. ½ of N. W. ¼	"	" "	" "	80.00	
E. ½ " S. W. ¼	"	" "	" "	80.00	
N. W. ¼ " S. W. ¼	"	" "	" "	40.00	
S. E. ¼ " N. E. ¼	27	" "	" "	40.00	Estimated.
W. fr'l ½	15	25 "	" "	51.00	
W. fr'l ½	27	" "	" "	39.00	
Lots 1 & 7 of N. E. ¼	5	27 "	" "	127.55	
W. ½ lot 2 of N. E. ¼	"	" "	" "	40.00	
Lot 7 " N. W. ¼	"	" "	" "	42.35	
E. ½ lot 1 " N. W. ¼	"	" "	" "	39.36	
				39,455.04	
10 Bro't from page 9				39,455.04	
W. ½ lots 4 & 5 of N. W. ¼	5	27 N.	15 E.	76.57	
S. E. ¼	"	" "	" "	160.00	
E. ½ of S. W. ¼	"	" "	" "	80.00	
E. ½ " N. E. ¼	7	" "	" "	80.00	
N. ½ " lot 2 N. W. ¼	"	" "	" "	34.37	
S. W. ¼ " N. E. ¼	19	28 N.	" "	40.00	
E. ½ " S. W. ¼	29	" "	" "	80.00	
Lot 2, " N. W. ¼	1	24 N.	16 E.	80.37	
S. fr'l ½	3	" "	" "	123.35	
W. ½ and N. E. ¼	5	" "	" "	484.04	
All of	7	" "	" "	654.48	
S. E. ¼	9	" "	" "	160.00	
N. W. ¼	15	" "	" "	160.00	
N. W. ¼ of S. E. ¼	"	" "	" "	40.00	
Fr'l section	17	" "	" "	242.60	
W. ½ and S. E. ¼	19	" "	" "	483.02	
W. ½ of N. W. ¼	9	25 N.	" "	80.00	
N. ½ " N. E. ¼	35	26 N.	16 E.	80.00	
S. E. fr'l ¼	1	25 N.	17 E.	13.27	
S. ½ of N. E. ¼	23	" "	" "	80.00	
S. W. ¼ of N. W. ¼	27	26 N.	" "	40.00	
N. W. fr'l ¼ N. St. Francis River	28	22 N.	8 E.	3.50	
Lot 4 of sec	34	" "	" "	1.20	
S. W. ¼ " N. E. ¼	12	23 N.	" "	13.10	West of river.
Lot 5 S. W. ¼	24	" "	" "	.08	
Lots 1, 11, 12, 13, 14, 15, & 16	34	" "	" "	127.92	
S. W. ¼	6	" "	9 E.	22.10	West of river.
S. E. ¼ of N. W. ¼	14	" "	" "	40.00	
N. E. ¼ " S. W. ¼	"	" "	" "	40.00	
S. E. ¼ " N. E. ¼	22	" "	" "	40.00	
W. ½ " N. E. ¼	26	" "	" "	80.00	
W. ½ " S. E. ¼	"	" "	" "	80.00	
W. ½	"	" "	" "	320.00	
E. ½	34	" "	" "	320.00	
All of	24	24 N.	" "	655.04	
37 N. W. ¼ of N. E. ¼	36	" "	" "	40.73	
N. W. ¼	"	" "	" "	163.05	
N. W. ¼ of S. W. ¼	"	" "	" "	40.79	
				44,714.62	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
11 Bro't from page 10				44,714.62	
E. ½ of S. E. ¼	12	25 N.	9 E.	80.00	
E. ½ " S. W. ¼	"	" "	" "	80.00	
E. ½	36	" "	" "	320.00	
W. ½ " N. E. ¼	4	24 "	10 "	78.23	
Lot 2 " N. W. ¼	"	" "	" "	75.29	
N. E. ¼ " S. W. ¼	"	" "	" "	40.00	
S. W. ¼ " S. W. ¼	"	" "	" "	40.00	
Lot 1 " N. W. ¼	6	" "	" "	79.23	
W. ½ lot 2 of N. W. ¼	"	" "	" "	37.29	
E. ½ of S. E. ¼	8	" "	" "	80.00	
E. ½ " N. E. ¼	18	" "	" "	80.00	
N. ½ lots 1 & 2 N. W. ¼	"	" "	" "	80.49	
S. ½ lot 1 of S. W. ¼	"	" "	" "	40.00	
N. W. ¼ of S. E. ¼	"	" "	" "	40.00	
S. ½ lot 2 of N. W. ¼	30	" "	" "	40.32	
Lot 1 of S. W. ¼	"	" "	" "	80.00	
E. ½	2	25 "	" "	336.35	
Lot 1 " N. W. ¼	"	" "	" "	83.42	
W. ½ lot 2 " N. W. ¼	"	" "	" "	40.80	
S. E. ¼ " S. W. ¼	"	" "	" "	41.93	
W. ½ " S. W. ¼	"	" "	" "	83.86	
Lot 1 " N. E. ¼	4	" "	" "	82.25	
S. ½	"	" "	" "	320.00	
S. E. ¼ of N. E. ¼	8	" "	" "	40.00	
N. W. ¼ " N. E. ¼	"	" "	" "	40.00	
S. E. ¼	"	" "	" "	160.00	
All of	10	" "	" "	640.00	
N. E. ¼ of N. W. ¼	12	" "	" "	40.00	
W. ½ " N. W. ¼	"	" "	" "	80.00	
N. W. ¼ " S. W. ¼	"	" "	" "	40.00	
S. W. ¼ " S. W. ¼	14	" "	" "	40.00	
N. ½	22	" "	" "	320.00	
N. ½ " S. E. ¼	"	" "	" "	80.00	
N. ½ " S. W. ¼	"	" "	" "	80.00	
E. ½ " S. W. ¼	28	" "	" "	80.00	
S. W. ¼ " S. W. ¼	"	" "	" "	40.00	
N. W. ¼ " N. E. ¼	30	" "	" "	40.00	
S. E. ¼ " N. E. ¼	"	" "	" "	40.00	
				48,734.08	
12 Bro't from page 11				48,734.08	
S. ½ lot 2 of N. W. ¼	30	25 N.	10 E.	40.55	
N. E. ¼ of S E. ¼	"	" "	" "	40.00	
S. W. " S. E. ¼	"	" "	" "	40.00	
38 S. ½ lots 1 & 2 of S. W. ¼	"	" "	" "	80.14	
E. ½	32	" "	" "	320.00	
N. E. ¼ of N. W. ¼	"	" "	" "	40.00	
E. ½ " S. W. ¼	"	" "	" "	80.00	
N. W. ¼ " S. W. ¼	"	" "	" "	40.00	
S. E. ¼ " N. W. ¼	34	" "	" "	40.00	
W. ½ " N. W. ¼	"	" "	" "	80.00	
N. ½ " S. W. ¼	"	" "	" "	80.00	
E. ½ " S. E. ¼	14	26 "	11 "	80.00	
S. W. ¼ " S. E. ¼	"	" "	" "	40.00	
N. E. ¼ " S. W. ¼	"	" "	" "	40.00	
S. W. ¼ " S. W. ¼	"	" "	" "	40.00	
E. ½ " N. E. ¼	22	" "	" "	80.00	
N. E. ¼ " S. E. ¼	"	" "	" "	40.00	
N. W. ¼ " S. E. ¼	28	" "	" "	40.00	
S. E. ¼ " S. W. ¼	"	" "	" "	40.00	
S. E. ¼ " N. E. ¼	30	" "	" "	40.00	
E. ½ " S. E. ¼	"	" "	" "	80.00	
S. ½ " N. E. ¼	32	" "	" "	80.00	
W. ½ " N. W. ¼	"	" "	" "	80.00	
N. W. ¼ " S. E. ¼	"	" "	" "	40.00	
N. ½ " S. W. ¼	"	" "	" "	80.00	
S. E. ¼ " N. W. ¼	2	26 "	13 "	15.24	
E. ½ " S. W. ¼	"	" "	" "	21.92	
S. E. fr'l ¼ lot survey 46 & 1093	26	27 "	" "	7.64	
W. ½ lots 1 & 2 of N. E. ¼	2	25 "	14 "	82.14	
W. ½ and S. E. ¼	"	" "	" "	481.71	
E. ½ of S. E. ¼	8	" "	" "	46.85	
S. E. ¼	10	" "	" "	160.00	
W. ½ and S. E. ¼	12	" "	" "	480.00	
E. ½ of N. E. ¼	4	26 "	" "	85.77	
N. W. ¼	"	" "	" "	172.43	
N. ½ of S. E. ¼	"	" "	" "	80.00	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
N. E. ¼ " S. W. ¼	"	" "	" "	40.00	
Part of section not covered by claim	32	" "	" "	21.95	
				52,110.42	
13 Bro't from page 12				52,110.42	
S. W. ¼ of S. E. ¼	12	27 N.	14 E.	40.00	
E. ½ " N. E. ¼	20	" "	" "	80.00	
N. W. ¼ " N. E. ¼	"	" "	" "	40.00	
E. ½ " S. E. ¼	"	" "	" "	80.00	
S. W. ¼	"	" "	" "	160.00	
W. ½ " N. W. ¼	22	" "	" "	80.00	
W. ½ " S. E. ¼	"	" "	" "	80.00	
S. W. ¼	"	" "	" "	160.00	
E. ½ S. W. ¼	26	" "	" "	80.00	
N. E. ¼ N. E. ¼	28	" "	" "	40.00	
W. ½ N. E ¼	"	" "	" "	80.00	
N. W. ¼	"	" "	" "	160.00	
S. E. ¼ of S. E. ¼	"	" "	" "	40.00	
E. ½ " S. W. ¼	"	" "	" "	80.00	
N. W. ¼ " S. W ¼	"	" "	" "	40.00	
39 N. ½ lot 1 of N. W. ¼	30	" "	" "	40.00	
W. ½ " N. E. ¼	34	" "	" "	80.00	
N. W. ¼	"	" "	" "	160.00	
N. W. fr'l ¼	10	25 "	15 "	43.00	Estimated.
N. E. ¼ of S. W. ¼	2	26 "	" "	40.00	
N. W. ¼	8	" "	" "	160.00	
E. ½ " S. W. ¼	12	" "	" "	80.00	
E. ½	18	" "	" "	320.00	
N. ½ lots 1 and 2 N. W. ¼	"	" "	" "	82.52	
Lot 2 of S. W. ¼	"	" "	" "	83.52	
E. ½ " S. W. ¼	8	27 "	" "	80.00	
N. E. ¼ " S. W. ¼	10	" "	" "	40.00	
S. ½ lots 1 & 2 of N. W. ¼	18	" "	" "	73.05	
S. W. ¼	"	" "	" "	144.72	
W. ½ of N. E. ¼	20	" "	" "	80.00	
N. E. ¼ " N. E. ¼	"	" "	" "	40.00	
W. ½ " S. W. ¼	"	" "	" "	80.00	
E. ½	22	27 "	" "	320.00	
S. E. ¼ " S. W. ¼	"	" "	" "	40.00	
S. E. ¼ " N. W. ¼	28	" "	" "	40.00	
S. E. ¼ " N. E. ¼	32	" "	" "	40.00	
S. E. ¼ " S. E. ¼	10	26 "	16 "	37.50	
N. W. ¼ " S. E. ¼	"	" "	" "	37.50	
				55,492.23	
14 Bro't from page 13				55,492.23	
Fr'l of S. E. ¼, formerly covered by claim	22	27 N.	16 E.	20.00	Estimated.
N. W. fr'l ¼	24	" "	" "	29.18	
Fr'l section	28	" "	" "	25.91	North of lake.
S. E. ¼ of S. E. ¼	24	28 N.	" "	28.40	
S. fr'l ¼	26	" "	" "	9.34	
S. W. ¼ of N. E. ¼	4	27 "	17 "	40.00	
W. ½ lot 2 of N. E. ¼	5	26 "	13 "	39.39	Scott County.
W. ½ " 1 " N. W. ¼	"	" "	" "	40.00	
" 2 " N. W. ¼	"	" "	" "	73.54	
S. ½	"	" "	" "	320.00	
E. ½	7	" "	" "	320.00	
All of	9	" "	" "	640.00	
N. W. ¼ of N. W. ¼, & S. ½ of N. W. ¼	11	" "	" "	120.00	
S. W. ¼ " S. E. ¼	"	" "	" "	40.00	
S. W. ¼	"	" "	" "	160.00	
All of	15	" "	" "	640.00	
All of	17	" "	" "	640.00	
E. ½	19	" "	" "	320.00	
All of	21	" "	" "	640.00	
N. W. ¼	23	" "	" "	160.00	
W. ½ N. E. ¼	"	" "	" "	80.00	
W. ½ S. E. ¼	"	" "	" "	80.00	
S. W. ¼	"	" "	" "	160.00	
N. ½	27	" "	" "	320.00	
N. ½	29	" "	" "	320.00	
E. ½ lot 3 of N. E. ¼	1	27 "	" "	40.00	
E. ½ " 3 " N. W. ¼	"	" "	" "	40.00	
40 W. ½ lot 4 of N. W. ¼	"	" "	" "	40.00	
E. ½ of S. E. ¼	"	" "	" "	80.00	
Lots 1 & 2 of N. E. ¼	2	" "	" "	160.00	
E. ½ lot 3 " N. E. ¼	"	" "	" "	40.00	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

	Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
	Lots 4 & 5 " N. E. ¼	"	" "	" "	160. 00	
	W. ½ lot 6 " N. E. ¼	"	" "	" "	59. 06	
	W. ½ " 1 " N. W. ¼	"	" "	" "	40. 00	
	Lots 2 & 3 " N. W. ¼	"	" "	" "	160. 00	
	W. ½ lot 4 " N. W. ¼	"	" "	" "	40. 00	
	W. ½ lot 5 " N. W. ¼	"	" "	" "	40. 00	
	S. ½	"	" "	" "	320. 00	
					61, 977. 05	
	15 Bro't from page 14				61, 977. 05	
	Lots 2, 3, 4, & 5 of N. E. ¼	3	27 N.	13 E.	320. 60	
	E. ½ lot 6 " N. E. ¼	"	" "	" "	65. 50	
	W. ½ lot 3 " N. W. ¼	"	" "	" "	40. 00	
	Lots 4 & 5 " N. W. ¼	"	" "	" "	160. 00	
	W. ½ lot 6 " N. W. ¼	"	" "	" "	69. 20	
	E. ½ " S. E. ¼	"	" "	" "	80. 00	
	E. ½ of S. E. ¼ and S. W. ¼ S. E. ¼	4	" "	" "	120. 00	
	E. ½ of S. W. ¼ and S. W. ¼ S. W. ¼	"	" "	" "	120. 00	
	Lot 1 of N. E. ¼	5	" "	" "	80. 00	
	W. ½ lot 2 N. E. ¼	"	" "	" "	40. 40	
	Lot 3 N. E. ¼	"	" "	" "	80. 0	
	W. ½ lot 4 N. E. ¼	"	" "	" "	40. 00	
	W. ½ lot 5 N. E. ¼	"	" "	" "	40. 00	
	Lot 6 & W. ½ lot 7 of N. E. ¼	"	" "	" "	125. 05½	
	Lot 7, 3, 5, & 6 of N. W. ¼	"	" "	" "	320. 00	
	W. ½ lot 4 " N. W. ¼	"	" "	" "	40. 00	
	W. ½ of S. E. ¼ and S. E. ¼ of S. E. ¼ S. W. ¼	"	" "	" "	120. 00	
		"	" "	" "	160. 00	
	Lots 4, 5, 6, & 7 N. E. ¼	6	" "	" "	327. 92	
	Lots 1, 2, & 3 N. W. ¼	"	" "	" "	321. 18	
	N. E. ¼	7	" "	" "	160. 00	
	Lots 1 & 2 & W. ½ lot 3 N. W. ¼	"	" "	" "	213. 55	
	S. E. ¼	"	" "	" "	160. 00	
	Lots 1 & 2 & W. ½ lot 3 S. W. ¼	"	" "	" "	214. 20	
	All of	8	" "	" "	640. 00	
	All of	9	" "	" "	640. 00	
	W. ½ " N. W. ¼	10	" "	" "	80. 00	
	E. ½ " S. E. ¼	"	" "	" "	80. 00	
	W. ½ " S. W. ¼	"	" "	" "	80. 00	
	W. ½ " N. W. ¼	11	" "	" "	80. 00	
	W. ½ " S. W. ¼	"	" "	" "	80. 00	
	N. E. ¼	12	" "	" "	160. 00	
	N. ½ N. W. ¼ and S. E. ¼ N. W. ¼	"	" "	" "	120. 00	
	S. E. ¼	"	" "	" "	160. 00	
	E. ½ S. W. ¼ and S. W. ¼ S. W. ¼	"	" "	" "	120. 00	
	W. ½ N. W. ¼	14	" "	" "	80. 00	
	N. E. ¼	15	" "	" "	160. 00	
	All of	17	" "	" "	640. 00	
					68, 513. 65¼	
41	16 Bro't from page 15				68, 513. 65¼	
	E. ½ of	18	27 N.	13 E.	320. 00	
	Lots 2 & 3 of N. W. ¼	"	" "	" "	135. 20	
	S. ½ lot 1 " S. W. ¼	"	" "	" "	40. 00	
	Lots 2 & 3 " S. W. ¼	"	" "	" "	135. 26	
	All of	19	" "	" "	743. 05	
	All of	20	" "	" "	640. 00	
	N. ½	21	" "	" "	320. 00	
	N. ¼ of S. E. ¼	"	" "	" "	80. 00	
	S. E. ¼ " S. E. ¼	"	" "	" "	40. 00	
	S. W. ¼	"	" "	" "	160. 00	
	W. ½ " N. E. ¼	22	" "	" "	80. 00	
	E. ½ " N. W. ¼	"	" "	" "	80. 00	
	N. E. ¼ " S. W. ¼	"	" "	" "	42. 13	
	N. W. ¼ " S. E. ¼	"	" "	" "	27. 40	
	All of	28	" "	" "	640. 00	
	All of	29	" "	" "	640. 00	
	N. ½	30	" "	" "	368. 06	
	S. E. ¼	"	" "	" "	160. 00	
	Part W. of S. W. ¼	"	" "	" "	103. 96	
	E. ½	31	" "	" "	320. 00	
	All of	33	" "	" "	640. 00	
	N. W. ¼ of N. E. ¼	25	28 "	" "	40. 00	
	S. ½ " N. E. ¼	"	" "	" "	80. 00	
	N. W. ¼ " S. W. ¼	"	" "	" "	40. 00	
	S. ½ " S. W. ¼	"	" "	" "	80. 00	
	N. ½ " N. E. ¼	26	" "	" "	80. 00	
	S. W. ¼	29	" "	" "	160. 00	

Lands belonging to the Cario & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
E. ½ " N. E. ¼	30	" "	" "	80. 00	
S. E. ¼	"	" "	" "	160. 00	
E. ½	31	" "	" "	320. 00	
N. W. ¼ of N. E. ¼	32	" "	" "	40. 00	
E. ½ S. E. ¼	"	" "	" "	80. 00	
W. ½ S. W. ¼	33	" "	" "	80. 00	
N. ½ N. E. ¼	35	" "	" "	80. 00	
S. W. ¼ S. E. ¼	"	" "	" "	40. 00	
S. E. ¼ N. W. ¼	"	" "	" "	40. 00	
All of	1	26 "	14 "	649. 33	
All of	3	" "	" "	661. 13	
				76, 951. 77½	
17 Bro't from page 16				76, 951. 77½	
E. ½	9	26 N.	14 E.	320. 00	
S. W. ¼ of N. W. ¼	"	" "	" "	40. 00	
N. ½ " S. W. ¼	"	" "	" "	80. 00	
S. E. ¼ " S. W. ¼	"	" "	" "	40. 00	
All of	11	" "	" "	640. 00	
All of	13	" "	" "	640. 00	
N. E. ¼	15	" "	" "	160. 00	
W. ½	"	" "	" "	320. 00	
E. ½ S. E. ¼	"	" "	" "	80. 00	
42 S. W. ¼ S. E. ¼	"	" "	" "	40. 00	
E. ½	21	" "	" "	320. 00	
All of	23	" "	" "	640. 00	
N. ½	27	" "	" "	320. 00	
W. ½ lot 3 N. E. ¼	1	27 "	" "	39. 87½	
Lots 4, 5, & 6, N. E. ¼	"	" "	" "	227. 70	
Lots 1, 2, 3, 4, & 5, of N. W. ¼	"	" "	" "	406. 10	
S. ½	"	" "	" "	320. 00	
Lots 1, 2, 3, 4, & 5, of N. E. ¼	2	" "	" "	404. 00	
E. ½ lots 1, 2, & 3 of N. W. ¼	"	" "	" "	121. 32	
E. ½ lots 5 & 6 " N. E. ¼	3	" "	" "	99. 71	
S. ½ of S. E. ¼	4	" "	" "	80. 00	
E. ½ lots 1 & 2 of N. E. ¼	5	" "	" "	80. 05	
W. ½ lots 4 & 5 of N. W. ¼	"	" "	" "	81. 22	
Lot 6 of N. W. ¼	"	" "	" "	116. 42	
E. ½ lots 4 & 5 of N. E. ¼	6	" "	" "	80. 00	
S. E. ¼	"	" "	" "	160. 00	
Lot 2 of S. W. ¼	"	" "	" "	107. 68	
N. E. ¼ & lots 1 & 2 of N. W. ¼	7	" "	" "	346. 71	
E. ½ S. E. ¼	"	" "	" "	80. 00	
E. ½ N. E. ¼	8	" "	" "	80. 00	
S. W. ¼ N. E. ¼	"	" "	" "	40. 00	
S. ½ N. W. ¼ and N. W. ¼ N. W. ¼	"	" "	" "	120. 00	
S. ½	"	" "	" "	320. 00	
N. ½ N. W. ¼ and S. E. ¼ N. W. ¼	9	" "	" "	120. 00	
E. ½ of S. W. ¼	"	" "	" "	80. 00	
E. ½ S. W. ¼ and N. W. ¼ S. W. ¼	10	" "	" "	120. 00	
E. ½	11	" "	" "	320. 00	
E. ½ of N. W. ¼	"	" "	" "	80. 00	
				84, 672. 55¾	
18 Bro't from page 17				84, 672. 55¾	
N. ½ of N. E. ¼	12	27 N.	14 E.	80. 00	
N. ½ " N. W. ¼	"	" "	" "	80. 00	
S. E. ¼ " N. W. ¼	"	" "	" "	40. 00	
S. E. ¼ " S. E. ¼	"	" "	" "	40. 00	
E. ½ " S. W. ¼	"	" "	" "	80. 00	
E. ½ " N. W. ¼	13	" "	" "	80. 00	
W. ½ " S. E. ¼	"	" "	" "	80. 00	
S. W. ¼	"	" "	" "	160. 00	
All of	14	" "	" "	640. 00	
W. ½ N. W. ¼	15	" "	" "	80. 00	
S. E. ¼	"	" "	" "	160. 00	
N. W. ¼	17	" "	" "	160. 00	
E. ½ of N. E. ¼	18	" "	" "	80. 00	
Lot 2 of N. W. ¼	"	" "	" "	107. 73	
W. ½ " S. E. ¼	"	" "	" "	80. 00	
Lot 1 " S. W. ¼	"	" "	" "	80. 00	
E. ½	19	" "	" "	320. 00	
Lot 1 " N. W. ¼	"	" "	" "	79. 72	
Lot 1 " S. W. ¼	"	" "	" "	80. 00	
N. W. ¼ " S. E. ¼	20	" "	" "	40. 00	
N. E. ¼	21	" "	" "	160. 00	
43 W. ½ of N. W. ¼	"	" "	" "	80. 00	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
N. W. ¼	23	" "	" "	160.00	
W. ½ of S. W. ¼	"	" "	" "	80.00	
W. ½ " N. E. ¼	25	" "	" "	80.00	
W. ½	"	" "	" "	320.00	
S. W. ¼ " S. E. ¼	"	" "	" "	40.00	
E. ½ " N. E. ¼	27	" "	" "	80.00	
W. ½ " N. W. ¼	"	" "	" "	80.00	
E. ½ " S. E. ¼	"	" "	" "	80.00	
N. E. ¼ " N. W. ¼	29	" "	" "	40.00	
S. W. ¼ " N. W. ¼	"	" "	" "	40.00	
E. ½ " S. E. ¼	"	" "	" "	80.00	
S. W. ¼ " S. E. ¼	"	" "	" "	40.00	
S. E. ¼ " S. W. ¼	"	" "	" "	40.00	
W. ½ " S. W. ¼	"	" "	" "	80.00	
E. ½ " N. E. ¼	31	" "	" "	80.00	
W. ½ " N. E. ¼	33	" "	" "	80.00	
				88,860.00½	
19 Bro't from page 18				88,860.00½	
N. W. ¼ of N. W. ¼	33	27 N.	14 E.	40.00	
S. E. ¼ " N. W. ¼	"	" "	" "	40.00	
S. E. ¼	"	" "	" "	160.00	
N. E. ¼ " S. W. ¼	"	" "	" "	40.00	
E. ½ " N. E. ¼	35	" "	" "	80.00	
W. ½ " N. W. ¼	"	" "	" "	80.00	
S. ½	"	" "	" "	320.00	
N. ½ " N. E. ¼	14	28 "	" "	80.00	
S. W. ¼ " N. E. ¼	"	" "	" "	40.00	
N. ½ " N. W. ¼	"	" "	" "	80.00	
S. E. ¼ " N. W. ¼	"	" "	" "	40.00	
S. E. ¼	"	" "	" "	160.00	
E. ½ S. W. ¼	"	" "	" "	80.00	
S. W. ¼ N. E. ¼	15	" "	" "	40.00	
W. ½ S. E. ¼	"	" "	" "	80.00	
S. W. ¼ S. W. ¼	"	" "	" "	40.00	
E. ½ S. E. ¼	17	" "	" "	80.00	
N. E. ¼ N. E. ¼	18	" "	" "	40.00	W. of survey No. 3258.
E. ½ N. E. ¼	19	" "	" "	80.00	
N. ½ lot 1 S. W. ¼	"	" "	" "	40.00	
N. ½ S. E. ¼	20	" "	" "	80.00	
S. E. ¼ S. E. ¼	"	" "	" "	40.00	
S. E. ¼ N. E. ¼	22	" "	" "	40.00	
W. ½ N. W. ¼	"	" "	" "	80.00	
N. E. ¼	23	" "	" "	160.00	
E. ½ S. E. ¼	"	" "	" "	80.00	
N. W. ¼	24	" "	" "	160.00	
W. ½ S. W. ¼	"	" "	" "	80.00	
N. ½	25	" "	" "	320.00	
S. E. ¼	"	" "	" "	160.00	
N. ½ S. W. ¼	"	" "	" "	80.00	
S. E. ¼ S. W. ¼	"	" "	" "	40.00	
N. E. ¼ N. E. ¼	26	" "	" "	40.00	
44 S. E. ¼ N. W. ¼	"	" "	" "	40.00	
S. W. ¼ S. E. ¼	"	" "	" "	40.00	
E. ½ S. W. ¼	"	" "	" "	80.00	
E. ½ S. E. ¼	27	" "	" "	80.00	
N. ½ S. W. ¼	28	" "	" "	80.00	
				92,180.00½	
20 Bro't from page 19				92,180.00½	
S. W. ¼ S. W. ¼	28	28 N.	14 E.	40.00	
E. ½ N. E. ¼	29	" "	" "	80.00	
S. W. ¼ N. E. ¼	"	" "	" "	40.00	
S. E. ¼	"	" "	" "	160.00	
W. ½ N. E. ¼	30	" "	" "	80.00	
N. W. ¼ S. E. ¼	"	" "	" "	40.00	
S. ½ lots 1 & 2 S. W. ¼	"	" "	" "	79.67	
E. ½ of N. E. ¼	"	" "	" "	32.80	
N. E. ¼ N. W. ¼	"	" "	" "	40.00	
S. E. ¼	"	" "	" "	160.00	
S. W. ¼	33	" "	" "	160.00	
E. ½ of N. E. ¼	34	" "	" "	80.00	
E. ½ " S. E. ¼	"	" "	" "	80.00	
N. E. ¼ " N. W. ¼	35	" "	" "	40.00	
S. E. ¼ " S. E. ¼	"	" "	" "	40.00	
N. W. ¼ " S. W. ¼	"	" "	" "	40.00	
E. ½	36	" "	" "	320.00	

Lands belonging to the Cario & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
N. W. ¼ of N. W. ¼	"	" "	" "	40. 00	
S. W. ¼	"	" "	" "	160. 00	
W. ½ lot 1 N. E. ¼	5	26 "	15 "	40. 00	
Lot 2 N. E. ¼	"	" "	" "	81. 48	
Lots 1 & 2 N. W. ¼	"	" "	" "	156. 76	
S. E. ¼	"	" "	" "	160. 00	
W. ½ of S. W. ¼	"	" "	" "	80. 00	
N. ½	7	" "	" "	323. 46	
N. W. ¼ S. E. ¼	"	" "	" "	40. 00	
S. ½ S. E. ¼	"	" "	" "	80. 00	
S. W. ¼	"	" "	" "	162. 32	
Lots 3, 4, 5, 6, & 7, N. E. ¼	3	27 "	" "	393 55	
W. ½ lot 1 N. W. ¼	"	" "	" "	42. 33½	
Lots 2, 3, 4, 5, 6, & 7, N. W. ¼	"	" "	" "	494. 61	
Lots 3, 4, 5, 6, & 7, of N. E. ¼	4	" "	" "	359. 51	
E. ½ lot 4 N. W. ¼	"	" "	" "	40. 09½	
E. ½ lot 5 N. W. ¼	"	" "	" "	40. 38½	
E. ½ lot 6 N. W. ¼	"	" "	" "	40. 92½	
E. ½ lot 7 N. W. ¼	"	" "	" "	25. 69	
N. ½ S. E. ¼	"	" "	" "	77. 00	
S. W. ¼	"	" "	" "	155. 24	
				96, 733. 03¾	
21 Bro't from page 20				96, 733. 03¾	
E. ½ lot 3 of N. E. ¼	5	27 N.	15 E.	40. 00	
45 E. ½ lot 4 of N. E. ¼	"	" "	" "	40. 00	
Lots 5 & 6 " N. E. ¼	"	" "	" "	160. 67	
Lots 2 & 6 " N. W. ¼	"	" "	" "	153. 00	
E. ½ lot 5 N. W. ¼	"	" "	" "	38. 15	
W. ½ of S. W. ¼	"	" "	" "	80. 00	
E. ½ lot 1 of N. E. ¼	6	" "	" "	40. 00	
E. ½ lot 4 " N. E. ¼	"	" "	" "	40. 00	
E. ½ lot 5 " N. E. ¼	"	" "	" "	40. 00	
E. ½ lot 6 " N. E. ¼	"	" "	" "	40. 00	
W. ½ lot 6 " N. W. ¼	"	" "	" "	56. 85	
N. E. ¼ S. E. ¼	"	" "	" "	40. 00	
N. ½ lot 1 S. W. ¼	"	" "	" "	40. 00	
S. ½ lot 2 S. W. ¼	7	" "	" "	33. 59	
W. ½ N. W. ¼	8	" "	" "	80. 00	
W. ½ S. W. ¼	"	" "	" "	80. 00	
N. W. ¼	9	" "	" "	160. 00	
N. ½ S. W. ¼	"	" "	" "	80. 00	
N. ½ N. E. ¼	13	" "	" "	80. 00	
S. W. ¼ N. E. ¼	"	" "	" "	40. 00	
W. ½ S. E. ¼	"	" "	" "	80. 00	
E. ½ S. W. ¼	"	" "	" "	80. 00	
N. ½ lot 2 N. W. ¼	18	" "	" "	33. 41	
S. W. ¼ N. E. ¼	19	" "	" "	40. 00	
Lot 1 N. W. ¼	"	" "	" "	80. 00	
Lot 1 S. W. ¼	"	" "	" "	80. 00	
S. ½ lot 2 S. W. ¼	"	" "	" "	30. 65	
N. E. ¼ N. E. ¼	21	" "	" "	40. 00	
N. W. ¼ N. W. ¼	"	" "	" "	40. 00	
N. W. ¼ N. E. ¼	29	" "	" "	40. 00	
S. ½ N. E. ¼	"	" "	" "	80. 00	
W. ½	"	" "	" "	320. 00	
S. E. ¼	"	" "	" "	160. 00	
N. W. ¼ N. E. ¼	31	" "	" "	40. 00	
S. ½ N. E. ¼	"	" "	" "	80. 00	
Lots 1 & 2 N. W. ¼	"	" "	" "	140. 91	
S. E. ¼	"	" "	" "	160. 00	
Lots 1 & 2 S. W. ¼	"	" "	" "	140. 44	
				99, 760. 70½	
22 Bro't from p. 21				99, 760. 70½	
S. ½ lot 1 S. W. ¼	19	28 N.	15 E.	40. 00	
S. ½ lot 2 S. W. ¼	"	" "	" "	39. 66	
S. E. ¼ S. E. ¼	29	" "	" "	40. 00	
S. W. ¼ S. W. ¼	"	" "	" "	40. 00	
S. E. ¼ N. E. ¼	30	" "	" "	40. 00	
Lot 1 N. W. ¼	"	" "	" "	80. 00	
N. ½ lot 2 N. W. ¼	"	" "	" "	39. 66	
S. E. ¼	"	" "	" "	160. 00	
N. ½ lot 1 S. W. ¼	"	" "	" "	40. 00	
N. E. ¼	31	" "	" "	160. 00	
Lot 1 N. W. ¼	"	" "	" "	80. 00	
N. ½ lot 2 N. W. ¼	"	" "	" "	39. 06	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
S. E. ¼	"	" "	" "	160. 00	
46 N. ½ lot 1 S. W. ¼	"	" "	" "	40. 00	
S. ½ N. E. ¼	32	" "	" "	80. 00	
N. W. ¼ N. W. ¼	"	" "	" "	40. 00	
S. ½ N. W. ¼	"	" "	" "	80. 00	
W. ½ S. E. ¼	"	" "	" "	80. 00	
S. W. ¼	"	" "	" "	160. 00	
W. ½ S. W. ¼	33	" "	" "	80. 00	
Lot 6 S. W. ¼	1	26 "	7 "	45. 70	Stoddard County.
N. E. ¼	12	" "	" "	160. 00	
Lots 4, 5, 6, 7, 8, 9, 11, & 12	"	" "	" "	277. 95	
Lots 11, 12, 13, & 14	13	" "	" "	186. 80	
Lots 12, 13, 14, 15, & 16	24	" "	" "	174. 30	
Lots 9, 10, 12, & 13	25	" "	" "	133. 00	
Lots 10, 11, & 12	1	23 "	8 "	106. 90	
Lots 12, 13, 14, 15, & 16	13	" "	" "	198. 00	
All of	1	24 "	" "	631. 75	
All of	2	" "	" "	623. 12	
Lots 1, 2, 3. 4, 5, & 6	3	" "	" "	254. 88	
Lot 1 N. E. ¼	10	" "	" "	42. 60	
N. E. ¼	11	" "	" "	160. 00	
Lots 4, 5, 6, 7, 8, 9, 10, 11, & 12	"	" "	" "	345. 35	
All of	12	" "	" "	640. 00	
All of	13	" "	" "	640. 00	
Lots 11, 12, 13, 14, 15, & 16	14	" "	" "	218. 85	
N. ½	24	" "	" "	320. 00	
				106, 438. 28¾	
23 Bro't from page 22				106, 438. 28¾	
Lots 3, 4, 5, 6, 7, & 8	24	24 N.	8 E.	221. 91	
ots 10, 11, 12, 13, & 14	25	" "	" "	335. 38	
ots 15 & 16	"	" "	" "	55. 60	
ots 9, 10, 11, 12, 13, 14, & 15	36	" "	" "	286. 90	
ll of	1	25 "	8 "	645. 73	
ll of	2	" "	" "	615. 74	
ll of	3	" "	" "	642. 70	
½	4	" "	" "	305. 32	
S. E. ¼	"	" "	" "	160. 00	
N. ½ of S. W. ¼	"	" "	" "	80. 00	
Lots 1, 6, 7, 8, 9, 15, & 16	5	" "	" "	214. 15	
Lots 7, 8, 11, 12, 13, 14, 16, & 17	8	" "	" "	375. 45	
E. ½	9	" "	" "	320. 00	
N. W. ¼ N. W. ¼	"	" "	" "	40. 00	
S. ½ S. W. ¼	"	" "	" "	80. 00	
All of	10	" "	" "	665. 20	
All of	11	" "	" "	640. 00	
All of	12	" "	" "	656. 34	
All of	13	" "	" "	640. 00	
All of	14	" "	" "	640. 00	
All of	15	" "	" "	665. 92	
Lots 11 & 12	17	" "	" "	74. 15	
Lots 6, 7, 9, 10, 11, & 12	21	" "	" "	221. 35	
All of	22	" "	" "	666. 94	
All of	23	" "	" "	640. 00	
47 All of	24	" "	" "	640. 00	
All of	25	" "	" "	640. 00	
All of	26	" "	" "	640. 00	
All of	27	" "	" "	665. 00	
Lots 12, 13, 14, & 15	28	" "	" "	174. 70	
Lots 8, 9, 10, & 11	33	" "	" "	144. 85	
All of	34	" "	" "	592. 69	East of river.
All of	35	" "	" "	640. 00	
All of	36	" "	" "	640. 00	
S. ½ N. E. ¼	7	26 "	" "	80. 00	
S. ½ lot 1 N. W. ¼	"	" "	" "	40. 00	
S. ½ lot 2 N. W. ¼	"	" "	" "	40. 00	
S. ½	"	" "	" "	315. 16	
				121, 389. 46½	
24 Bro't from page 23				121, 389. 46½	
W. ½	8	26 N.	8 E.	320. 00	
W. ½ of S. E. ¼	"	" "	" "	80. 00	
All of	17	" "	" "	640. 00	
All of	18	" "	" "	633. 54	
All of	19	" "	" "	635. 48	
All of	20	" "	" "	640. 00	
N. W. ¼ of N. E. ¼	21	" "	" "	40. 00	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
S. ½ " N. E. ¼	"	" "	" "	80. 00	
E. ½ " N. W. ¼	"	" "	" "	80. 00	
S. E. ¼	"	" "	" "	160. 00	
E. ½ S. W. ¼	"	" "	" "	80. 00	
S. ½	22	" "	" "	320. 00	
N. W. ¼ N. E. ¼	25	" "	" "	40. 00	
N. W. ¼	"	" "	" "	160. 00	
S. ½	"	" "	" "	320. 00	
All of	26	" "	" "	640. 00	
All of	27	" "	" "	640. 00	
All of	28	" "	" "	640. 00	
All of	29	" "	" "	640. 00	
N. ½	30	" "	" "	319. 20	
S. E. ¼	"	" "	" "	160. 00	
S. W. ¼	"	" "	" "	144. 62	East of river.
N. ½	32	" "	" "	320. 00	
S. E. ¼	"	" "	" "	160. 00	
S. W. ¼	"	" "	" "	158. 05	North of river.
N. E. ¼	31	" "	" "	124. 50	" " "
N. ½ S. E. ¼	"	" "	" "	24. 50	" " "
Lot No. 6	"	" "	" "	27. 50	
All of	33	" "	" "	640. 00	
All of	34	" "	" "	640. 00	
All of	35	" "	" "	640. 00	
All of	36	" "	" "	640. 00	
All of	1	23 "	9 "	630. 99	
E. ½ lot 1 N. E. ¼	4	" "	" "	40. 00	
Lot 2 N. E. ¼	"	" "	" "	74. 76	
W. ½ lot 1 N. W. ¼	"	" "	" "	40. 00	
Lot 2 N. W. ¼	"	" "	" "	71. 90	
S. E. ¼ S. W. ¼	"	" "	" "	40. 00	
				133, 074. 50½	
48 25 Bro't from page 24				133, 074. 50½	
N. ½ S. W. ¼	4	23 N.	9 E.	80. 00	
N. ½	5	" "	" "	296. 25	
N. ½ S. E. ¼	"	" "	" "	80. 00	
N. ½	6	" "	" "	293. 78	
S. E. ¼	"	" "	" "	160. 00	
Part of W. ½ S. W. ¼	"	" "	" "	40. 50	East of St. Francis River.
E. ½ S. W. ¼	"	" "	" "	62. 10	
All of	7	" "	" "	632. 67	
All of	8	" "	" "	640. 00	
N. E. ¼ and S. ½	9	" "	" "	480. 00	
W. ½	10	" "	" "	320. 00	
N. E. ¼	11	" "	" "	160. 00	
All of	12	" "	" "	640. 00	
N. ½	13	" "	" "	320. 00	
S. E. ¼	"	" "	" "	160. 00	
N. ½ S. W. ¼	"	" "	" "	80. 00	
S. W. ¼ S. W. ¼	"	" "	" "	40. 00	
N. ½ N. E ¼	14	" "	" "	80. 00	
S. E. ¼ N. E. ¼	"	" "	" "	40. 00	
N. E. ¼ S. E. ¼	"	" "	" "	40. 00	
All of	15	" "	" "	640. 00	
All of	17	" "	" "	640. 00	
All of	18	" "	" "	637. 59	
Lot 2 N. E. ¼	1	24 "	" "	83. 60	
W. ½ lot 1 N. W. ¼	"	" "	" "	41. 32	
N. ½ S. W. ¼	"	" "	" "	82. 29	
S. W. ¼ S. W. ¼	"	" "	" "	41. 14½	
Lot 1 N. E. ¼	2	" "	" "	80. 00	
W. ½ lot 2 N. E. ¼	"	" "	" "	43. 78	
N. W. ¼	"	" "	" "	168. 64	
S. ½	"	" "	" "	320. 00	
All of	3	" "	" "	669. 26	
All of	4	" "	" "	685. 14	
W. ½ lot 1 N. E. ¼	5	" "	" "	40. 00	
W. ½ lot 2 N. E. ¼	"	" "	" "	45. 97	
N. W. ¼				171. 52	
S. W. ¼ N. ½ S. E. ¼, S. E. ¼ S. E. ¼	"	" "	" "	280. 00	
All of	6	" "	" "	607. 83	
				142, 997. 89½	
26 Bro't from page 25				142, 997. 89½	
All of	7	24 N.	9 E.	609. 86	
All of	8	" "	" "	640. 00	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
All of	9	" "	" "	662.14	
All of	10	" "	" "	653.16	
All of	11	" "	" "	640.00	
N. W. ¼	12	" "	" "	164.14	
S. ½	"	" "	" "	327.72	
N. ½ N. W. ¼	13	" "	" "	81.83	
N. ½ N. E. ¼	14	" "	" "	80.00	
49 S. W. ¼ N. E. ¼	"	" "	" "	40.00	
W. ½	"	" "	" "	320.00	
N. ½ S. E. ¼	"	" "	" "	80.00	
S. W. ¼ S. E. ¼	"	" "	" "	40.00	
All of	15	" "	" "	646.20	
All of	17	" "	" "	646.66	
All of	18	" "	" "	614.24	
All of	19	" "	" "	617.94	
All of	20	" "	" "	646.66	
All of	20	" "	" "	640.00	
All of	22	" "	" "	640.00	
N. W. ¼	23	" "	" "	160.00	
N. ½ S. W. ¼	"	" "	" "	80.00	
S. W. ¼ S. W. ¼	"	" "	" "	40.00	
S. W. ¼ S. E. ¼	24	" "	" "	40.81	
E. ½ N. E. ¼	26	" "	" "	80.00	
S. W. ¼ N. E. ¼	"	" "	" "	40.00	
N. W. ¼ N. W. ¼	"	" "	" "	40.00	
S. ½ N. W. ¼	"	" "	" "	80.00	
N. ½ S. E. ¼	"	" "	" "	80.00	
S. W. ¼	"	" "	" "	160.00	
All of	27	" "	" "	640.00	
All of	28	" "	" "	640.00	
All of	29	" "	" "	640.00	
All of	30	" "	" "	620.84	
All of	31	" "	" "	626.40	
All of	32	" "	" "	640.00	
All of	33	" "	" "	640.00	
All of	34	" "	" "	640.00	
				157,676.49½	
27 Bro't from page 26				157,676.49½	
W. ½	35	24 N.	9 E.	320.00	
S. E. ¼ of N. E. ¼	36	" "	" "	40.73½	
E. ½ " S. E. ¼	"	" "	" "	81.38½	
S. W. ¼ " S. E. ¼	"	" "	" "	40.89½	
W. ½ lot 1 N. W. ¼	1	25 "	" "	40.75	
W. ½ lot 2 N. W. ¼	"	" "	" "	34.10	
N. W. ¼ S. E. ¼	"	" "	" "	40.00	
N. ½ S. W. ¼	"	" "	" "	80.00	
Lot 1 N. E. ¼	2	" "	" "	80.00	
W. ½	"	" "	" "	300.71	
All of	3	" "	" "	592.58	
All of	4	" "	" "	585.45	
All of	5	" "	" "	600.90	
All of	6	" "	" "	654.98	
N. ½ of N. E. ¼	7	" "	" "	80.00	
S. E. ¼ " N. E. ¼	"	" "	" "	40.00	
Lot 2 of N. W. ¼	"	" "	" "	106.26	
E. ½ S. E. ¼	"	" "	" "	80.00	
S. W. ¼ S. E. ¼	"	" "	" "	40.00	
S. ½ lot 1 S. W. ¼	"	" "	" "	40.00	
Lot 2 S. W. ¼	"	" "	" "	105.92	
50 All of	8	" "	" "	640.00	
All of	9	" "	" "	626.64	
All of	10	" "	" "	640.00	
All of	11	" "	" "	640.00	
N. W. ¼	13	" "	" "	160.00	
S. ½	"	" "	" "	320.00	
All of	14	" "	" "	640.00	
All of	15	" "	" "	640.00	
All of	17	" "	" "	640.00	
N. E. ¼	18	" "	" "	160.00	
Lot 2 N. W. ¼	"	" "	" "	107.30	
E. ½ S. E. ¼	"	" "	" "	80.00	
S. W. ¼ S. E. ¼	"	" "	" "	40.00	
S. ½ lot 1 S. W. ¼	"	" "	" "	40.00	
Lot 2 S. W. ¼	"	" "	" "	102.04	
All of	19	" "	" "	685.78	
E. ½ N. E. ¼	20	" "	" "	80.00	
				167,902.71½	

Lands belonging to the Cairo & Fulton R. R. Co., of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
28 Bro't from page 27				167,902.71½	
N. ½	21	25 N.	9 E.	320.00	
S. E. ¼	"	"	"	160.00	
E. ½ of S. W. ¼	"	"	"	80.00	
All of	22	"	"	640.00	
All of	23	"	"	640.00	
N. ½	24	"	"	320.00	
S. W. ¼	"	"	"	160.00	
N. W. ¼	25	"	"	160.00	
N. ½ S. W. ¼	"	"	"	80.00	
S. W. ¼ S. W. ¼	"	"	"	40.00	
E. ½ and N. W. ¼	26	"	"	480.00	
N. E. ¼	27	"	"	149.75	
Lots 1 & 2	"	"	"	63.50	
S. E. ¼	"	"	"	63.35	West of Fish Lake.
W. ½	"	"	"	312.60	
N. E. ¼	28	"	"	160.00	
E. ½ N. W. ¼	"	"	"	80.00	
E. ½ S. E. ¼	"	"	"	80.00	
E. ½ S. W. ¼	"	"	"	80.00	
S. W. ¼ S. W. ¼	"	"	"	40.00	
All of	29	"	"	640.00	
All of	30	"	"	684.08	
All of	31	"	"	693.13	
N. ½	32	"	"	320.00	
W. ½ S. E. ¼	"	"	"	80.00	
S. W. ¼	"	"	"	160.00	
N. ½ N. E. ¼	33	"	"	80.00	
S. W. ¼ N. E. ¼	"	"	"	40.00	
E. ½ N. W. ¼	"	"	"	80.00	
S. E. ¼	"	"	"	160.00	
E. ½ S. W. ¼	"	"	"	80.00	
All of	34	"	"	640.00	
W. ½ N. E. ¼	35	"	"	80.00	
51 N. W. ¼	"	"	"	160.00	
W. ½ S. W. ¼	"	"	"	80.00	
W. ½ N. W. ¼	36	"	"	80.00	
N. W. ¼ S. W. ¼	"	"	"	40.00	
W. ½	4	"	"	322.80	
				176,431.92½	
29 Bro't from page 28				176,431.92½	
Lots 1 & 2 N. E. ¼	5	26 N.	9 E.	73.45	West of lake.
S. frl. S. E. ¼	"	"	"	55.90	" " "
N. ½ N. E. ¼	8	"	"	80.00	
S. E. ¼ N. E. ¼	"	"	"	40.00	
S. E. ¼	"	"	"	160.00	
N. W. ¼	9	"	"	160.00	
W. ½ S. E. ¼	"	"	"	80.00	
S. W. ¼	"	"	"	160.00	
S. ½ N. E. ¼	13	"	"	80.00	
N. W. ¼ N. W. ¼	"	"	"	40.00	
S. ½ N. W. ¼	"	"	"	80.00	
S. E. ¼	"	"	"	160.00	
N. ½ S. W. ¼	"	"	"	80.00	
S. E. ¼ S. W. ¼	"	"	"	40.00	
N. ½	14	"	"	320.00	
N. ½ S. E. ¼	"	"	"	80.00	
S. W. ¼ S. E. ¼	"	"	"	40.00	
N. ½ S. W. ¼	"	"	"	80.00	
All of	15	"	"	640.00	
E. ½	17	"	"	320.00	
E. ½ N. W. ¼	"	"	"	80.00	
N. E. ¼ S. W. ¼	"	"	"	40.00	
N. ½ N. E. ½	19	"	"	80.00	
S. E. ¼	"	"	"	160.00	
All of	20	"	"	640.00	
All of	21	"	"	640.00	
S. W. ¼ N. E. ¼	"	"	"	40.00	
W. ½	"	"	"	320.00	
E. ½ S. E. ¼	"	"	"	80.00	
S. W. ¼ S. E. ¼	"	"	"	40.00	
S. E. ¼ S. E. ¼	25	"	"	40.00	
S. ½ S. W. ¼	26	"	"	80.00	
N. E. ¼ N. E. ¼	27	"	"	40.00	
W. ½	"	"	"	320.00	
W. ½ S. E. ¼	"	"	"	64.45	West of lake.

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
All of	28	" "	" "	656.65	
All of	29	" "	" "	640.00	
				183,342.37½	
30 Bro't from page 29				183,342.37½	
E. ½ and S. W. ¼	30	26 N.	9 E.	488.36	
S. ½ lot 1 N. W. ¼	"	" "	" "	40.87½	
All of	31	" "	" "	653.25	
52 All of	32	" "	" "	640.00	
N. ½	33	" "	" "	293.85	East of lake.
S. W. ¼	"	" "	" "	68.50	West of lake.
E. ½ N. E. ¼	34	" "	" "	61.40	
E. ½ S. E. ¼	"	" "	" "	61.95	
S. ½ N. E. ¼	35	" "	" "	80.00	
W. ½	"	" "	" "	320.00	
W. ½ N. E. ¼	36	" "	" "	80.00	
N. E. ¼ N. W. ¼	"	" "	" "	40.00	
S. W. ¼ N. W. ¼	"	" "	" "	40.00	
S. W. ¼ S. E. ¼	"	" "	" "	40.00	
Lots 1 & 2 N. E. ¼	3	28 "	10 "	87.75	West of Lake Nic Corney.
W. ½ lot 1 N. W. ¼	"	" "	" "	40.00	
Lot 2 N. W. ¼	"	" "	" "	90.68	
W. frl. ½ S. E. ¼	"	" "	" "	88.85	
W. ½ S. W. ¼	"	" "	" "	80.00	
W. ½ lot 2 N. W. ¼	4	" "	" "	45.44	
E. ½ S. W. ¼	"	" "	" "	80.00	
S. W. ¼ S. W. ¼	"	" "	" "	40.00	
All of	5	" "	" "	662.82	
E. ½	6	" "	" "	329.80	
E. ½ lot 1 N. W. ¼	"	" "	" "	38.80	
S. W. ¼	"	" "	" "	155.76	
All of	7	" "	" "	632.97	
N. ½ and S. W. ¼	8	" "	" "	480.00	
W. ½ of S. E. ¼	"	" "	" "	80.00	
N. W. ¼	9	" "	" "	160.00	
W. pt. N. E. ¼	10	" "	" "	81.40	West of Lake Nic Corney.
S. E. ¼	"	" "	" "	114.70	" " " " "
N. frl. N. E. ¼	15	" "	" "	34.35	" " " " "
N. W. ¼ N. E. ¼	"	" "	" "	40.00	
S. ½ N. E. ¼	"	" "	" "	80.00	
Frl. W. ½	14	" "	" "	11.88	
N. ½ and S. W. ¼	17	" "	" "	480.00	
All of	18	" "	" "	631.07	
				190,816.83	
31 Bro't from page 30				190,816.83	
S. ½ lot 1 S. W. ¼	6	24 N.	10 E.	40.00	
All of	7	" "	" "	641.30	
N. W. ¼	8	" "	" "	160.00	
N. W. ¼ S. E. ¼	"	" "	" "	40.00	
N. ½ S. W. ¼	"	" "	" "	80.00	
N. E. ¼ S. E. ¼	17	" "	" "	40.00	
S. E. ¼ N. E. ¼	19	" "	" "	40.00	
S. E. ¼	"	" "	" "	160.00	
S. W. ¼ N. E. ¼	20	" "	" "	40.00	
N. W. ¼	"	" "	" "	160.00	
N. ½ S. E. ¼	"	" "	" "	80.00	
S. E. ¼ S. E. ¼	"	" "	" "	40.00	
S. W. ¼	"	" "	" "	160.00	
N. ½ N. E. ¼	21	" "	" "	80.00	
S. W. ¼ N. E. ¼	"	" "	" "	40.00	
53 N. W. ¼	"	" "	" "	160.00	
N. ½ of S. W. ¼	"	" "	" "	80.00	
S. W. ¼ S. W. ¼	"	" "	" "	40.00	
N. W. ¼ N. W. ¼	28	" "	" "	40.00	
S. ½ N. W. ¼	"	" "	" "	80.00	
S. W. ¼	"	" "	" "	160.00	
E. ½ N. E. ¼	29	" "	" "	80.00	
S. W. ¼ N. E. ¼	"	" "	" "	40.00	
S. E. ¼	"	" "	" "	160.00	
E. ½	30	" "	" "	320.00	
W. ½ N. E. ¼	31	" "	" "	80.00	
S. ½ lot 1 N. W. ¼	"	" "	" "	40.00	
S. ½ lot 2 N. W. ¼	"	" "	" "	40.93	
S. E. ¼	"	" "	" "	160.00	
N. ½ lot 1 S. W. ¼	"	" "	" "	40.00	
N. ½ lot 2 S. W. ¼	"	" "	" "	40.30	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
N. ½ N. E. ¼	32	" "	" "	80. 00	
S. E. ¼ N. E. ¼	"	" "	" "	40. 00	
N. ½ N. W. ¼	"	" "	" "	80. 00	
S. W. ¼ N. W. ¼	"	" "	" "	40. 00	
N. E. ¼ S. E. ¼	"	" "	" "	40. 00	
S. ½ S. E. ¼	"	" "	" "	80. 00	
N. W. ¼ of S. W. ¼ and S. ½ S. W. ¼	"	" "	" "	120. 00	
				194, 649. 36	
32 Bro't from page 31				194, 649. 36	
N. W. ¼	33	24 N.	10 E.	160. 00	
N. W. ¼ of S. W. ¼	"	" "	" "	40. 00	
S. E. ¼ N. E. ¼	12	25 "	" "	40. 00	
S. E. ¼	"	" "	" "	160. 00	
W. ½ N. E. ¼	13	" "	" "	80. 00	
S. ½ N. W. ¼	"	" "	" "	80. 00	
N. ½ S. E. ¼	"	" "	" "	80. 00	
S. W. ¼ S. E. ¼	"	" "	" "	40. 00	
N. ½ S. W. ¼	"	" "	" "	80. 00	
S. W. ¼ S. E. ¼	17	" "	" "	40. 00	
N. W. ¼ S. W. ¼	"	" "	" "	40. 00	
S. ½ S. W. ¼	"	" "	" "	80. 00	
S. ½ S. E. ¼	18	" "	" "	80. 00	
S. ½ lot 1 S. W. ¼	"	" "	" "	40. 00	
Lot 2 S. W. ¼	"	" "	" "	83. 40	
N. ½ and S. E. ¼	19	" "	" "	482. 04	
N. ½ lot 1 S. W. ¼	"	" "	" "	40. 00	
N. ½ and S. W. ¼	20	" "	" "	480. 00	
N. E. ¼ N. E. ¼	21	" "	" "	40. 00	
N. W. ¼	"	" "	" "	160. 00	
N. ½ S. W. ¼	"	" "	" "	80. 00	
S. E. ¼ N. W. ¼	23	" "	" "	41. 04	
N. ½ N. E. ¼	24	" "	" "	80. 00	
S. W. ¼ N. E. ¼	"	" "	" "	40. 00	
N. W. ¼	"	" "	" "	160. 00	
54 N. W. ¼ S. E. ¼	"	" "	" "	40. 00	
S. E. ¼ S. E. ¼	"	" "	" "	40. 00	
N. ½ S. W. ¼	"	" "	" "	80. 00	
S. E. ¼ S. W. ¼	"	" "	" "	40. 00	
N. E. ¼ N. E. ¼	25	" "	" "	40. 00	
E. ½ S. E. ¼	"	" "	" "	80. 00	
S. ¼ S. W. ¼	"	" "	" "	80. 00	
N. E. ¼ S. W. ¼	"	" "	" "	40. 00	
E. ½ N. E. ¼	26	" "	" "	80. 00	
E. ½ S. E. ¼	"	" "	" "	80. 00	
S. W. ¼ S. E. ¼	"	" "	" "	40. 00	
S. ½ S. W. ¼	"	" "	" "	80. 00	
S. E. ¼ S. E. ¼	27	" "	" "	40. 00	
				198, 135. 84	
33 Bro't from page 32				198, 135. 84	
E. ½ N. E. ¼	34	25 N.	10 E.	80. 00	
E. ½ S. E. ¼	"	" "	" "	80. 00	
All of	35	" "	" "	640. 00	
E. ½	36	" "	" "	320. 00	
W. ½ N. W. ¼	"	" "	" "	80. 00	
S. W. ¼	"	" "	" "	160. 00	
S. ½ N. E. ¼	7	26 "	" "	80. 00	
S. ½ lot 1 N. W. ¼	"	" "	" "	40. 00	
S. ½ lot 2 N. W. ¼	"	" "	" "	57. 08½	
S. E. ¼	"	" "	" "	160. 00	
Lot 1 and S. ½ lot 2 S. W. ¼	"	" "	" "	137. 21	
N. W. ¼ S. E. ¼	8	" "	" "	40. 00	
S. ½ S. E. ¼	"	" "	" "	80. 00	
S. W. ¼	"	" "	" "	160. 00	
N. ½ S. E. ¼	9	" "	" "	80. 00	
S. W. ¼ S. E. ¼	"	" "	" "	40. 00	
E. ½ S. W. ¼	"	" "	" "	80. 04	
S. W. ¼ S. W. ¼	"	" "	" "	40. 00	
N. ½ S. E. ¼	10	" "	" "	80. 00	
N. ½ S. W. ¼	"	" "	" "	80. 00	
S. E. ¼ S. W. ¼	"	" "	" "	40. 00	
N. ½	17	" "	" "	320. 00	
N. ½ S. E. ¼ and N. ½ S. W. ¼	"	" "	" "	160. 00	
N. W. ¼	18	" "	" "	194. 45	
S. ½ lot 1 N. W. ¼	19	" "	" "	40. 00	
S. ½ lot 2 N. W. ¼	"	" "	" "	55. 92½	
Lot 1 S. W. ¼	"	" "	" "	80. 00	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
All of	1	25 "	11 "	658.34	
All of	2	" "	" "	668.94	
E. ½	3	" "	" "	334.49	
E. ½ lot 2 N. W. ¼	"	" "	" "	46.73	
E. ½ S. W. ¼	"	" "	" "	80.00	
E. ½ lot 1 N. E. ¼	4	" "	" "	40.00	
E. ½ lot 2 N. E. ¼	"	" "	" "	45.37	
W. ½ lot 2 N. W. ¼	"	" "	" "	44.35	
N. E. ¼ S. E. ¼	"	" "	" "	40.00	
N. W. ¼ S. W. ¼	"	" "	" "	40.00	
N. W. ¼ S. W. ¼	5	" "	" "	32.98¼	
				203,571.71¼	
55 34 Bro't from page 33				203,571.71¼	
S. ½ S. W. ¼	5	25 N.	11 E.	65.96½	
Lots 1 and 3 S. E. ¼	6	" "	" "	50.90	
Lots 2 " 4 S. W. ¼	"	" "	" "	101.40	
N. E. ¼	7	" "	" "	160.00	
N. W. ¼	"	" "	" "	125.60	
E. ½ S. E. ¼	"	" "	" "	80.00	
N. ½ S. W. ¼	"	" "	" "	65.18	
N. E. ¼ N. E. ¼	8	" "	" "	40.00	
N. W. ¼	"	" "	" "	160.00	
N. ½ S. W. ¼	"	" "	" "	80.00	
S. W. ¼ S. W. ¼	"	" "	" "	40.00	
S. E. ¼ N. E. ¼	9	" "	" "	40.00	
N. ½ N. W. ¼	"	" "	" "	80.00	
S. W. ¼ N. W. ¼	"	" "	" "	40.00	
N. ½ S. E. ¼	"	" "	" "	80.00	
S. E. ¼ S. E. ¼	"	" "	" "	40.00	
N. ½ S. W. ¼	"	" "	" "	80.00	
S. E. ¼ S. W. ¼	"	" "	" "	40.00	
E. ½	10	" "	" "	320.00	
E. ½ N. W. ¼	"	" "	" "	80.00	
N. E. ¼ S. W. ¼	"	" "	" "	40.00	
E. ½ N. E. ¼	11	" "	" "	80.00	
W. ½	"	" "	" "	320.00	
E. ½ S. E. ¼	"	" "	" "	80.00	
All of	12	" "	" "	640.00	
All of	13	" "	" "	640.00	
E. ½ N. E. ¼	14	" "	" "	80.00	
W. ½ N. W. ¼	"	" "	" "	80.00	
S. E. ¼	"	" "	" "	160.00	
N. ½ S. W. ¼	"	" "	" "	80.00	
S. W. ¼ S. W. ¼	"	" "	" "	40.00	
E. ½	15	" "	" "	320.00	
N. E. ¼ N. W. ¼	"	" "	" "	40.00	
N. W. ¼ N. E. ¼	17	" "	" "	40.00	
E. ½ N. W. ¼	"	" "	" "	80.00	
S. W. ¼ N. W. ¼	"	" "	" "	40.00	
N. E. ¼ S. E. ¼	"	" "	" "	40.00	
E. ½ S. W. ¼	"	" "	" "	80.00	
				208,220.75¼	
35 Bro't from page 34				208,220.75¼	
S. W. ¼ S. W. ¼	17	25 N.	11 E.	40.00	
S. ½ N. E. ¼	18	" "	" "	80.00	
N. ½ lot 1 N. W. ¼	"	" "	" "	40.00	
N. ½ lot 2 N. W. ¼	"	" "	" "	26.77	
W. ½ S. E. ¼	"	" "	" "	80.00	
S. ½ S. W. ¼	"	" "	" "	40.00	
N. ½ N. E. ¼	19	" "	" "	80.00	
S. E. ¼ N. E. ¼	"	" "	" "	40.00	
E. ½ S. E. ¼	"	" "	" "	80.00	
56 S. W. ¼ S. E. ¼	"	" "	" "	40.00	
S. ½ lot 1 S. W. ¼	"	" "	" "	40.00	
S. ½ lot 2 S. W. ¼	"	" "	" "	32.61	
E. ½ N. E. ¼	20	" "	" "	80.00	
S. W. ¼ N. E. ¼	"	" "	" "	40.00	
S. W. ¼	"	" "	" "	160.00	
N. ½ N. W. ¼	21	" "	" "	80.00	
S. W. ¼ N. W. ¼	"	" "	" "	40.00	
E. ½ S. E. ¼	"	" "	" "	80.00	
W. ½ S. W. ¼	"	" "	" "	80.00	
E. ½	22	" "	" "	320.00	
E. ½ S. W. ¼	"	" "	" "	80.00	
N. E. ¼ N. E. ¼	23	" "	" "	40.00	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
W. ½ N. W. ¼	"	" "	" "	80. 00	
N. ½ S. E. ¼	"	" "	" "	80. 00	
S. E. ¼ S. E. ¼	"	" "	" "	40. 00	
N. W. ¼ S. W. ¼	"	" "	" "	40. 00	
All of	24	" "	" "	640. 00	
N. ½ and S. E. ¼	25	" "	" "	480. 00	
N. ½ of S. W. ¼	"	" "	" "	80. 00	
S. W. ¼ S. W. ¼	"	" "	" "	40. 00	
E. ½ N. E. ¼	26	" "	" "	80. 00	
E. ½ S. E. ¼	"	" "	" "	80. 00	
W. ½ S. W. ¼	"	" "	" "	80. 00	
E. ½	27	" "	" "	320. 00	
E. ½ N. W. ¼	"	" "	" "	80. 00	
S. W. ¼ N. W. ¼	"	" "	" "	40. 00	
E. ½ S. W. ¼	"	" "	" "	80. 00	
W. ½ N. E. ¼	28	" "	" "	80. 00	
				212, 160. 13½	
36 Bro't from page 35				212, 160. 13½	
N. W. ¼ S. E. ¼	28	25 N.	11 E.	40. 00	
N. ½ S. W. ¼	"	" "	" "	80. 00	
S. W. ¼ S. W. ¼	"	" "	" "	40. 00	
E. ½ N. E. ¼	29	" "	" "	80. 00	
E. ½ N. E. ¼	"	" "	" "	80. 00	
Lot 2 & S. ½ lot 1 N. W. ¼	30	" "	" "	108. 18	
S. W. ¼	"	" "	" "	153. 37	
S. ½ lot 2 N. W. ¼	31	" "	" "	40. 50	
N. E. ¼	32	" "	" "	160. 00	
E. ½ N. W. ¼	"	" "	" "	80. 00	
N. ½ S. E. ¼	"	" "	" "	80. 00	
S. W. ¼ S. E. ¼	"	" "	" "	40. 00	
N. W. ¼ N. W. ¼	33	" "	" "	40. 00	
S. ½ N. W. ¼	"	" "	" "	80. 00	
W. ½ S. E. ¼	"	" "	" "	80. 00	
S. E. ¼ S. W. ¼	"	" "	" "	40. 00	
All of	34	" "	" "	640. 00	
E. ½	36	" "	" "	320. 00	
N. W. ¼ N. W. ¼	"	" "	" "	40. 00	
S. ½ S. W. ¼	"	" "	" "	40. 00	
All of	1	26 "	11 "	641. 46	
57 E. fr'l ½ of N. E. ¼	2	" "	" "	55. 21	E. of Castor River.
N. W. fr'l ¼ N. E. ¼	"	" "	" "	40. 56	W. " " "
Lot 2 N. W. ¼	"	" "	" "	92. 61	
S. E. fr'l ¼ N. E. ¼	12	" "	" "	23. 10	N. of Castor River
N. E. ¼ N. E. ¼	"	" "	" "	40. 00	
S. W. fr'l ¼ N. E. ¼	"	" "	" "	59. 03	W. of Castor River
S. E. fr'l ¼ N. W. ¼	"	" "	" "	28. 32	S. " " "
S. E. ¼ S. W. ¼	"	" "	" "	40. 00	
N. ½ N. E. ¼	13	" "	" "	80. 00	
S. W. ¼ N. E. ¼	"	" "	" "	40. 00	
E. ½ N. W. ¼	"	" "	" "	80. 00	
N. W. ¼ S. E. ¼	"	" "	" "	40. 00	
S. ½ S. E. ¼	"	" "	" "	80. 00	
S. W. ¼	"	" "	" "	160. 00	
S. E. ¼	23	" "	" "	160. 00	
E. ½ S. W. ¼	"	" "	" "	80. 00	
S. W. ¼ S. W. ¼	"	" "	" "	40. 00	
				216, 242. 47½	
37 Bro't from page 36				216, 242. 47½	
All of	24	26 N.	" E.	640. 00	
All of	25	" "	" "	640. 00	
All of	26	" "	" "	640. 00	
E. ½ N. E. ¼	27	" "	" "	80. 00	
S. E. ¼	"	" "	" "	160. 00	
N. ½ S. W. ¼	"	" "	" "	80. 00	
S. E. ¼ S. W. ¼	"	" "	" "	40. 00	
E. ½ N. E. ¼	33	" "	" "	80. 00	
S. E. ¼ S. E. ¼	"	" "	" "	40. 00	
S. W. ¼ S. W. ¼	"	" "	" "	40. 00	
E. ½	34	" "	" "	320. 00	
E. ½ N. W. ¼	"	" "	" "	80. 00	
S. W. ¼ N. W. ¼	"	" "	" "	40. 00	
N. ½ S. W. ¼	"	" "	" "	80. 00	
S. E. ¼ S. W. ¼	"	" "	" "	40. 00	
All of	35	" "	" "	640. 00	
E. ½	36	" "	" "	320. 00	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
N. W. ¼ N. W. ¼	"	" "	" "	40.00	
S. ½ S. W. ¼	"	" "	" "	80.00	
N. E. ¼ and S. ½	15	27 "	" "	480.00	
E. ½ N. W. ¼	"	" "	" "	80.00	
S. W. ¼ N. W. ¼	"	" "	" "	40.00	
N. E. ¼ N. E. ¼	21	" "	" "	40.00	
All of	22	" "	" "	640.00	
All of	23	" "	" "	640.00	
All of	24	" "	" "	640.00	
All of	25	" "	" "	640.00	
All of	26	" "	" "	640.00	
All of frl	27	" "	" "	616.46	
N. E. ¼	28	" "	" "	158.97	
Lots 3 and 4, S. E. ¼	"	" "	" "	75.71	
E. ½ N. E. ¼	33	" "	" "	80.00	
N. ½ S. E. ¼	"	" "	" "	80.00	
58 N. ½ and S. W. ¼	34	" "	" "	472.20	
N. ½ of S. E. ¼	"	" "	" "	80.00	
N. E. ¼	35	" "	" "	160.00	
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 & 12	"	" "	" "	453.88	
All of	36	" "	" "	640.00	
				226,979.69½	
38 Bro't from page 37				226,979.69½	
N. ½ N. E. ¼	31	22 N.	7 E.	80.00	Butler County.
S. E. ¼ N. E. ¼	"	" "	" "	40.00	
Lots 1 & 2, N. W. ¼	"	" "	" "	157.73	
Lots 1, 2, & 3, S. E. ¼	"	" "	" "	232.85	
Lots 1, 2, & 3, S. W. ¼	"	" "	" "	227.41	
All of	32	" "	" "	773.83	
All of	33	" "	" "	772.19	
All of	34	" "	" "	763.53	
N. E. ¼ N. E. ¼	35	" "	" "	40.00	
S. W. ¼ N. E. ¼	"	" "	" "	40.00	
N. ½ N. W. ¼	"	" "	" "	80.00	
S. W. ¼ N. W. ¼	"	" "	" "	40.00	
W. ½ lot 1 S. E. ¼	"	" "	" "	40.00	
Lots 2 & 3, S. E. ¼	"	" "	" "	136.65	
Lots 2 & 3, S. W. ¼	"	" "	" "	138.68	
S. E. ¼ and lot 2	30	" "	" "	200.00	
All of	29	" "	" "	640.00	
All of	28	" "	" "	640.00	
All of	27	" "	" "	640.00	
N. ½ and S. W. ¼	26	" "	" "	480.00	
N. W. ¼ S. E. ¼	"	" "	" "	40.00	
N. W. ¼ N. E. ¼	25	" "	" "	40.00	
N. ½ N. W. ¼	"	" "	" "	80.00	
E. ½ and S. W. ¼	20	" "	" "	480.00	
S. W. ¼ N. W. ¼	"	" "	" "	40.00	
All of	21	" "	" "	640.00	
All of	22	" "	" "	640.00	
All of	23	" "	" "	640.00	
N. ½ and S. W. ¼	24	" "	" "	480.00	
N. ½ of S. E. ¼	"	" "	" "	80.00	
S. E. ¼ S. E. ¼	"	" "	" "	40.00	
All of	15	" "	" "	640.00	
All of	14	" "	" "	640.00	
All of	13	" "	" "	640.00	
All of	12	" "	" "	640.00	
All of	11	" "	" "	640.00	
N. W. ¼ N. E. ¼, and S. ½ N. E. ¼	1	" "	" "	120.00	
S. ½ and N. W. ¼	"	" "	" "	480.00	
				240,142.56¾	
39 Bro't from page 38				240,142.56¾	
All of	2	22 N.	7 E.	640.00	
E. ½ and S. W. ¼	3	" "	" "	480.00	
S. ½ N. W. ¼	"	" "	" "	80.00	
59 N. W. ¼	4	" "	" "	160.00	
N. ½ S. E. ¼	"	" "	" "	80.00	
S. E. ¼ S. E. ¼	"	" "	" "	40.00	
All of	5	" "	" "	614.08	
All of	10	" "	" "	640.00	
E. ½ and S. W. ¼	9	" "	" "	480.00	
E. ½ and N. W. ¼	"	" "	" "	80.00	
N. W. ¼ N. E. ¼	8	" "	" "	40.00	
N. W. ¼	"	" "	" "	160.00	
E. ½ S. E. ¼	"	" "	" "	80.00	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
S. W. ¼ S. E. ¼	"	" "	" "	40. 00	
E. ½	17	" "	" "	320. 00	
E. ½ N. W. ¼	"	" "	" "	80. 00	
E. ½ S. W. ¼	"	" "	" "	80. 00	
All of	25	23 "	" "	640. 00	
All of	26	" "	" "	640. 00	
All of	27	" "	" "	640. 00	
All of	23	" "	" "	640. 00	
All of	24	" "	" "	640. 00	
All of	13	" "	" "	640. 30	
All of	14	" "	" "	640. 00	
E. ½ and S. W. ¼	11	" "	" "	480. 00	
E. ½ of N. W. ¼	"	" "	" "	80. 00	
S. W. ¼ N. W. ¼	"	" "	" "	40. 00	
All of	12	" "	" "	640. 00	
All of	1	" "	" "	641. 87	
N. ½ and S. E. ¼	2	" "	" "	485. 02	
N. ½ of S. W. ¼	"	" "	" "	80. 00	
S. E. ¼ of S. W. ¼	"	" "	" "	40. 00	
All of	36	" "	" "	640. 00	
All of	35	" "	" "	640. 00	
N. ½ and S. E. ¼	34	" "	" "	480. 00	
N. ½ of S. W. ¼	"	" "	" "	80. 00	
S. E. ¼ N. E. ¼	33	" "	" "	40. 00	
S. W. ¼ N. W. ¼	"	" "	" "	44. 00	
				253, 127. 53½	
40 Bro't from page 39				253, 127. 53½	
E. ½ S. E. ¼	33	23 N.	7 E.	80. 00	
S. W. ¼ S. E. ¼	"	" "	" "	40. 00	
N. W. ¼ S. W. ¼	"	" "	" "	40. 00	
S. ½ S. W. ¼	"	" "	" "	80. 00	
S. E. ¼	32	" "	" "	160. 00	
All of	36	24 "	" "	640. 00	
All of	35	" "	" "	640. 00	
E. ½	34	" "	" "	320. 00	
N. E. ¼ S. W. ¼	"	" "	" "	40. 00	
Lots 1, 2, 3, 4, 5, 6, 7, & 8	3	22 "	8 "	277. 71	
All of	4	" "	" "	640. 00	
All of	5	" "	" "	640. 00	
All of	6	" "	" "	644. 52	
All of	7	" "	" "	649. 92	
All of	8	" "	" "	640. 00	
60 All of	9	" "	" "	640. 00	
Lots 1, 2, 3, 4, 5, 6, 7, & 8	10	" "	" "	347. 70	
All of	17	" "	" "	640. 00	
All of	18	" "	" "	654. 68	
S. W. ¼	1	23 "	" "	160. 00	
Lots 5, 6, 7, 8, & 9	"	" "	" "	208. 65	
All of	2	" "	" "	612. 10	
All of	4	" "	" "	518. 16	
All of	6	" "	" "	606. 64	
All of	7	" "	" "	627. 92	
All of	8	" "	" "	640. 00	
All of	9	" "	" "	640. 00	
All of	10	" "	" "	640. 00	
All of	11	" "	" "	640. 00	
W. ½	12	" "	" "	318. 30	
Lots 6, 7, & 8	"	" "	" "	90. 75	
Lots 1, 2, 3, 4, 5, 6, & 9	13	" "	" "	264. 00	
N. ½ N. E. ¼	14	" "	" "	80. 00	
N. ½ N. W. ¼	"	" "	" "	80. 00	
N. ½ and S. W. ¼	15	" "	" "	480. 00	
W. ½ of S. E. ¼	"	" "	" "	80. 00	
All of	17	" "	" "	640. 00	
All of	18	" "	" "	633. 19	
				269, 001. 77½	
41 Bro't from page 40				269, 001. 77½	
All of	19	23 N.	8 E.	635. 42	
All of	20	" "	" "	640. 00	
All of	21	" "	" "	640. 00	
N. W. ¼ N. E. ¼	22	" "	" "	40. 00	
W. ½	"	" "	" "	320. 00	
Lots 5, 7, 8, 9, & 10	23	" "	" "	193. 50	
N. W. ¼	"	" "	" "	160. 00	
E. ½ S. W. ¼	"	" "	" "	80. 00	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
Lots 2, 3, 4, 5, & 8	26	" "	" "	202.45	
S. E. ¼ N. E. ¼	27	" "	" "	40.00	
N. E. ¼ N. W. ¼	"	" "	" "	40.00	
Lots 3, 5, & 6, S. E. ¼	"	" "	" "	103.45	
N. W. ¼ S. W. ¼	"	" "	" "	40.00	
S. ½ S. W. ¼	"	" "	" "	80.00	
N. ½ N. E. ¼	28	" "	" "	80.00	
S. W. ¼ N. E. ¼	"	" "	" "	40.00	
W. ½	"	" "	" "	320.00	
All of	29	" "	" "	640.00	
All of	30	" "	" "	639.46	
N. ½ and S. W. ¼	31	" "	" "	480.20	
W. ½ of S. E. ¼	"	" "	" "	80.00	
N. ½	32	" "	" "	320.00	
S. E. ¼ S. E. ¼	"	" "	" "	40.00	
N. ½	33	" "	" "	320.00	
S. ½ S. E. ¼	"	" "	" "	80.00	
S. ½ S. W. ¼	"	" "	" "	80.00	
N. W. ¼	34	" "	" "	160.00	
61 Lots 2, 3, 6, 7, 8, 9, & 10	"	" "	" "	266.05	
All of	34	24 "	" "	640.00	
All of	26	" "	" "	640.00	
All of	32	" "	" "	640.00	
E. ½ and S. W. ¼	22	" "	" "	480.00	
S. E. ¼ N. W. ¼	"	" "	" "	40.00	
All of	1	22 "	5 "	640.00	
All of	11	" "	" "	640.00	
All of	13	" "	" "	640.00	
All of	23	" "	" "	640.00	
All of	25	" "	" "	640.00	
				281,402.30½	
42 Bro't from page 41				281,402.30½	
N. E. ¼	27	22 N.	5 E.	160.00	
E. ½ S. E. ¼	"	" "	" "	80.00	
All of	35	" "	" "	801.54	
All of	1	" "	6 "	640.00	
All of	3	" "	" "	640.00	
All of	5	" "	" "	628.53	
All of	7	" "	" "	632.28	
All of	9	" "	" "	640.00	
All of	11	" "	" "	640.00	
All of	13	" "	" "	640.00	
All of	15	" "	" "	640.00	
All of	17	" "	" "	624.71	
All of	19	" "	" "	634.97	
All of	21	" "	" "	640.00	
All of	23	" "	" "	640.00	
All of	25	" "	" "	609.67	
All of	27	" "	" "	640.00	
All of	29	" "	" "	622.32½	
All of	31	" "	" "	774.01	
N. ½	33	" "	" "	320.00	
S. ½ and N. W. ¼	35	" "	" "	592.54	
All of	1	23 "	" "	694.74	
All of	11	" "	" "	640.00	
All of	13	" "	" "	640.00	
All of	15	" "	" "	640.00	
All of	21	" "	" "	640.00	
All of	23	" "	" "	640.00	
All of	25	" "	" "	640.00	
All of	27	" "	" "	640.00	
All of	29	" "	" "	640.00	
All of	31	" "	" "	641.82	
All of	33	" "	" "	640.00	
All of	35	" "	" "	640.00	
All of	7	22 "	7 "	640.00	
Lots 13, 14, & 15	19	" "	" "	118.07	
S. W. ¼ N. E. ¼	25	" "	" "	40.00	
S. E. ¼ N. W. ¼	"	" "	" "	40.00	
E. ½ S. E. ¼	"	" "	" "	80.00	
				302,297.50	
62 43 Bro't from page 42				302,297.50	
S. W. ¼ S. E. ¼	25	22 N.	7 E.	40.00	
N. ½ S. W. ¼	"	" "	" "	80.00	
S. W. ¼ S. W. ¼	"	" "	" "	40.00	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
N. E. ¼ N. E. ¼	35	" "	" "	40.00	
N. W. ¼ N. E. ¼	"	" "	" "	40.00	
W. ½ lot 1, S. E. ¼	"	" "	" "	40.00	
Lots 2 & 3 S. E. ¼	"	" "	" "	136.65	
Lot 3 S. W. ¼	"	" "	" "	58.68	
All of	3	23 "	" "	658.46	
All of	5	" "	" "	695.02	
All of	7	" "	" "	706.24	
N. ½ N. W. ¼	9	" "	" "	80.00	
S. W. ¼ N. W. ¼	"	" "	" "	40.00	
S. W. ¼	"	" "	" "	160.00	
S. E. ¼	15	" "	" "	96.70	East of river.
W. pt. S. E. ¼	"	" "	" "	47.15	West " "
S. W. ¼	"	" "	" "	160.00	
All of	17	" "	" "	626.15	
All of	19	" "	" "	683.32	
All of	21	" "	" "	639.60	
All of	29	" "	" "	640.00	
All of	31	" "	" "	648.79	
All of	1	24 "	" "	617.00	
All of	11	" "	" "	640.00	
All of	13	" "	" "	627.20	
All of	15	" "	" "	624.80	
All of	21	" "	" "	640.00	
All of	23	" "	" "	640.00	
All of	25	" "	" "	640.00	
N. ½ and S. E. ¼	27	" "	" "	474.88	
W. ½ N. E. ¼	31	" "	" "	80.00	
W. ½	"	" "	" "	414.97	
W. ½	33	" "	" "	320.00	
Lots 1 & 2	15	22 "	8 "	98.00	
All of	19	" "	" "	656.28	
Lots 2, 4, 5, 6, 7, & 8	29	" "	" "	226.75	
N. W. ¼	"	" "	" "	160.00	
All of	31	" "	" "	818.34	
				316,332.48	
44 Bro't from page 43				316,332 48	
All of	5	24 N.	8 E.	615.92	
All of	9	" "	" "	640.00	
All of	15	" "	" "	640.00	
All of	17	" "	" "	640.00	
All of	19	" "	" "	643.00	
All of	21	" "	" "	640.00	
All of	23	" "	" "	629.20	
Lots 1, 2, 3, 5, 6, 7, & 8	25	" "	" "	229.00	
All of	27	" "	" "	640.00	
All of	29	" "	" "	640.00	
63 All of	31	" "	" "	649.62	
All of	33	" "	" "	640.00	
All of	35	" "	" "	640.00	
Lots 1, 2, 3, 8, & 13	21	25 "	" "	224.80	
All of	29	" "	" "	637.58	
All of	31	" "	" "	634.38	
Lots 1, 2, 3, 4, 5, 6, & 7	33	" "	" "	297.10	
S. W. ¼	"	" "	" "	160.00	
Lots 1, 2, 3, & 4	1	23 "	" "	140.05	
All of	3	" "	" "	615.70	
All of	5	" "	" "	620.02	
Lots 7, 8, 10, & 11	13	" "	" "	146.60	
Lot 2 S. W. ¼	19	" "	10 "	77.27	Dunklin County.
E. ½ N. W. ¼	29	" "	" "	80.00	
S. E. ¼	"	" "	" "	160.00	
E. ½ S. W. ¼	"	" "	" "	80.00	
W. pt. N. E. ¼	27	" "	" "	51.10	W. of Lake Nic Conny.
N. ½ N. W. ¼	"	" "	" "	80.00	
W. fr'l ½ S. E. ¼	"	" "	" "	45.00	
N. W. ¼ N. E. ¼	33	" "	" "	40.00	
N. ½ N. W. ¼	"	" "	" "	80.00	
S. W. ¼ N. W. ¼	"	" "	" "	40.00	
E. ½ S. E. ¼	"	" "	" "	80.00	
S. W. ¼ S. E. ¼	"	" "	" "	40.00	
S. W. ¼	"	" "	" "	160.00	
W. ½ and S. E. ¼	31	" "	" "	481.04	
E. ½ N. E. ¼	23	" "	9 "	80.00	
E. ½ S. E. ¼	"	" "	" "	80.00	
				329,331.76	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
45 Bro't from p. 44				329,331.76	
All of	21	23 N.	9 E.	640.00	
All of	19	" "	" "	636.68	
All of	29	" "	" "	640.00	
W. ½ S. W. ¼	27	" "	" "	80.00	
All of	25	" "	" "	640.00	
E. ½ N. E. ¼	35	" "	" "	80.00	
E. ½ S. E. ¼	"	" "	" "	80.00	
All of	33	" "	" "	640.00	
All of	31	" "	" "	639.06	
E. ½ and S. W. ¼	25	" "	8 "	480.00	
E. ½ of N. W. ¼	"	" "	" "	80.00	
S. W. ¼ N. W. ¼	"	" "	" "	40.00	
E. ½	35	" "	" "	320.00	
Lots 4, 5, 6, 7, 8, 9, 10, 11	"	" "	" "	299.50	
All of	1	22 "	" "	640.00	
Lots 9, 10, 11, 12, 13, 14, 15, 16, & 17	3	" "	" "	320.36	
All of	11	" "	" "	640.00	
All of	13	" "	" "	640.00	
E. ½	15	" "	" "	320.00	
Lots 1, 2, 7, 8, 9, 10	"	" "	" "	186.60	
Lots 4, 5, 6, 7, 8, 9, 10, 11, 12	21	" "	" "	327.86	
64 S. E. ¼	"	" "	" "	160.00	
All of	23	" "	" "	640.00	
All of	25	" "	" "	640.00	
Lots 9, 10, 11, 12, 13	27	" "	" "	640.00	
All of	29	" "	" "	163.46	
Lots 1, 2, 3, 4, 5, 6, 7, 8, 10, & 11	33	" "	" "	765.00	
Lots 12, 13, 14, 15, 16, 17, & 18	35	" "	" "	287.27	
Lots 19, 20, 21	"	" "	" "	210.46	
S. E. ¼	"	" "	" "	77.41	
All of	21	" "	" "	160.00	
W. ½ lot 1 N. E. ¼	1	" "	9 "	643.36	
Lots 1 & 2 N. W. ¼	3	" "	" "	39.88	
N. W. ¼ S. E. ¼	"	" "	" "	163.12	
S. E. ¼ S. E. ¼	"	" "	" "	40.00	
All of	"	" "	" "	40.00	
All of	5	" "	" "	637.55	
	7	" "	" "	680.08	
				343,689.41	
46 Bro't from page 45				343,689.41	
All of	9	22 N.	9 E.	640.00	
N. ½ N. E. ¼	11	" "	" "	80.00	
S. E. ¼ N. E. ¼	"	" "	" "	40.00	
N. E. ¼ S. E. ¼	"	" "	" "	40.00	
N. E. ¼	13	" "	" "	160.00	
E. ½ S. E. ¼	"	" "	" "	80.00	
All of	21	" "	" "	640.00	
All of	19	" "	" "	666.02	
All of	29	" "	" "	640.00	
N. ½	25	" "	" "	320.00	
E. ½ S. E. ¼	"	" "	" "	80.00	
W. ½ S. W. ¼	"	" "	" "	80.00	
E. ½	35	" "	" "	320.00	
N. W. ¼ S. W. ¼	"	" "	" "	40.00	
S. ½ S. W. ¼	"	" "	" "	80.00	
N. ½ lot 2 S. W. ¼	31	" "	" "	45.25	
N. ½ N. W. ¼	15	" "	" "	80.00	
S. W. ¼ N. W. ¼	"	" "	" "	40.00	
W. ½ S. W. ¼	"	" "	" "	80.00	
All of	17	" "	" "	640.00	
Lot 2 N. E. ¼	3	" "	10 "	70.59	
Lot 1 N. W. ¼	"	" "	" "	86.00	
E. ½ lot 2 N. W. ¼	"	" "	" "	39.84	
S. E. ¼	3	" "	" "	153.85	
All of	5	" "	" "	632.48	
All of	7	" "	" "	638.42	
W. ½	9	" "	" "	320.00	
E. ½ N. E. ¼	15	" "	" "	80.00	
E. ½ S. E. ¼	"	" "	" "	80.00	
All of	17	" "	" "	640.00	
N. ½ N. E. ¼	19	" "	" "	80.00	
S. W. ¼ N. E. ¼	"	" "	" "	40.00	
N. ½ lot 2 N. W. ¼	"	" "	" "	39.16	
65 N. ½ S. E. ¼	"	" "	" "	80.00	
S. E. ¼ S. E. ¼	"	" "	" "	40.00	
S. ½ lot 1 S. W. ¼	"	" "	" "	40.00	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
N. ½ lot 2 S. W. ¼	"	" "	" "	39.27	
S. W. ¼	21	" "	" "	160.00	
				351,734.29	
47 Bro't from page 46				351,734.29	
S. ½ and N. E. ¼	29	22 N.	10 E.	480.00	
N. ½ of N. W. ¼	"	" "	" "	80.00	
S. E. ¼ N. W. ¼	"	" "	" "	40.00	
All of	31	" "	" "	638.30	
N. W. ¼	33	" "	" "	160.00	
N. ½ S. E. ¼	"	" "	" "	80.00	
S. W. ¼ S. E. ¼	"	" "	" "	40.00	
N. W. ¼ and S. E. ¼	5	21 "	" "	313.24	
E. ½ and S. W. ¼	7	" "	" "	480.24	
N. ½ lot 1 N. W. ¼	"	" "	" "	40.00	
Lot 2 N. W. ¼	"	" "	" "	80.72	
W. fr'l ½ N. W. ¼	11	" "	" "	29.55	W. Lake Nic Conny.
W. fr'l ½ S. W. ¼	"	" "	" "	15.90	" " " "
N. W. ¼ N. W. ¼	15	" "	" "	40.00	
All of	19	" "	" "	637.56	
W. ½ S. W. ¼	21	" "	" "	80.00	
W. fr'l ½ N. W. ¼	23	" "	" "	15.50	W. of Lake Nic Conny.
N. W. fr'l ¼ S. W. ¼	"	" "	" "	2.00	" " " " "
N. W. ¼	29	" "	" "	160.00	
S. W. ¼	33	" "	" "	160.00	
All of	31	" "	" "	639.72	
E. ½ and S. W. ¼	1	" "	9 "	481.40	
E. ½ and S. W. ¼	7	" "	" "	493.46	
Lot 1 N. W. ¼	"	" "	" "	80.00	
S. ½ lot 2 N. W. ¼	"	" "	" "	46.45	
All of	11	" "	" "	640.00	
N. ½ and S. W. ¼	13	" "	" "	480.00	
S. ½ and N. W. ¼	15	" "	" "	480.00	
E. ½	19	" "	" "	320.00	
S. pt. N. W. ¼	"	" "	" "	49.30	E. of river.
S. W. ¼	"	" "	" "	87.45	" " "
All of	21	" "	" "	640.00	
All of	23	" "	" "	640.00	
N. ½ and S. W. ¼	25	" "	" "	480.00	
E. ½ S. E. ¼	"	" "	" "	80.00	
All of	27	" "	" "	640.00	
All of	29	" "	" "	640.00	
N. E. ¼	31	" "	" "	160.00	
				362,385.08	
48 Bro't from page 47				362,385.08	
Lot 1 N. W. ¼	31	21 N.	9 E.	68.60	
66 Pt. lot 2, N. W. ¼	"	" "	" "	55.00	N. of river.
N. ½ S. E. ¼	"	" "	" "	67.45	
S. pt. S. E. ¼	"	" "	" "	46.00	E. of river.
S. W. ¼	"	" "	" "	54.60	" " "
All of	33	" "	" "	640.00	
All of	35	" "	" "	640.00	
Lots 2, 3, & 4	13	" "	8 "	125.70	
E. ½ S. W. ¼	1	20 "	9 "	80.00	
Lots 11, 12, 13, & 14	3	" "	" "	172.45	
S. E. ¼ N. W. ¼ and N. E. ¼	5	" "	" "	142.45	E. of river
E. pt. or N. ½ of N. W. ¼	"	" "	" "	27.50	" " "
N. W. ¼ and S. E. ¼	11	" "	" "	320.00	
S. W. ¼	"	" "	" "	124.95	E. of river
N. E. ¼ of N. E. ¼	13	" "	" "	40.00	
S. W. ¼ N. E. ¼	"	" "	" "	40.00	
E. ½ N. W. ¼	"	" "	" "	80.00	
S. W. ¼ S. E. ¼	"	" "	" "	40.00	
N. W. ¼ N. E. ¼	23	" "	" "	40.00	
N. W. ¼	"	" "	" "	92.20	E. of river.
S. ½	"	" "	" "	300.50	" " "
N. W. ¼	25	" "	" "	160.00	
N. W. ¼ S. E. ¼	"	" "	" "	40.00	
S. E. ¼ S. E. ¼	"	" "	" "	40.00	
E. ½ S. W. ¼	"	" "	" "	80.00	
S. W. ¼ S. W. ¼	"	" "	" "	40.00	
S. E. ¼ N. W. ¼, and E. ½	27	" "	" "	237.80	E. of river.
All of	35	" "	" "	640.00	
N. ½ N. E. ¼	1	19 "	" "	80.00	
S. pt. N. E. ¼	"	" "	" "	48.65	E. of river.
S. pt. N. E. ¼	"	" "	" "	13.25	W. " river.

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
N. ¼ N. W. ¼	"	" "	" "	86.50	
N. W. ¼	"	" "	" "	38.50	S. of river.
S. W. ¼ N. W. ¼	"	" "	" "	26.10	W. " "
S. E. ¼	"	" "	" "	20.30	E. " "
S. E. ¼	"	" "	" "	59.65	W. " "
N. E. ¼	3	" "	" "	144.80	E. " "
N. p'rt S. E. ¼ & N. W. ¼	"	" "	" "	61.90	" " "
				367,399.93	
49 Bro't from page 48				367,399.93	
All of	11	19 N.	9 E.	504.55	E. of river.
N. ½ and S. W. ¼	13	" "	" "	489.99	
E. ½ N. E. ¼	15	" "	" "	57.25	
S. W. fr'l ¼ N. E. ¼	"	" "	" "	24.75	
S. E. ¼	"	" "	" "	105.10	E. of river.
Pt. S. ½ (S. of river)	21	" "	" "	170.75	
N. E. ¼	23	" "	" "	160.00	
N. W. ¼, (E. of river)	"	" "	" "	52.55	
N. W. ¼, (W. of river)	"	" "	" "	74.85	
E. ½ S. E. ¼	"	" "	" "	80.00	
N. W. ¼ S. E. ¼, and N. E. ¼ S. W. ¼	"	" "	" "	47.80	
S. W. ¼ S. E. ¼, and S. E. ¼ S. W. ¼	"	" "	" "	28.25	
Fr'l N. W. ¼ S. W. ¼	"	" "	" "	36.00	
67 W. ½ N. W. ¼	25	" "	" "	80.00	
N. W. ¼ S. W. ¼	"	" "	" "	40.00	
S. ½ and N. E. ¼	27	" "	" "	413.75	
S. ½ of N. W. ¼	"	" "	" "	80.00	
E. ½ and W. ½, (E. of river)	29	" "	" "	401.85	
S. E. ¼ (E. of river)	31	" "	" "	35.00	
S. ½ fr'l S. W. ¼	33	" "	" "	67.95	
E. ½	5	" "	10 "	320.00	
Lots 1, 2, 3, 6, 7, 8, 9, & 10	7	" "	" "	242.78	N. of Chillitecaux River.
Lots 11 & 14, S. W. ¼	"	" "	" "	78.16	
N. ½ lot 1 N. W. ¼	31	" "	" "	40.00	
N. ½ lot 2 N. W. ¼	"	" "	" "	40.00	
S. W. ¼ S. W. ¼	"	" "	" "	40.00	
Fr'l S. ½ S. E. ¼	15	18 "	8 "	39.04	S. of river.
Fr'l S. ½ S. W. ¼	"	" "	" "	63.75	S. " "
All of	27	" "	" "	634.70	
All of	33	" "	" "	628.10	
All of	3	17 "	" "	633.30	
All of	5	" "	" "	618.09	
Fr'l E. ½ and fr'l N. W. ¼	7	" "	" "	379.55	
All of	9	" "	" "	640.00	
All of	17	" "	" "	640.00	
All of	19	" "	" "	619.42	
All of	21	" "	" "	640.00	
All of	27	" "	" "	640.00	
				377,287.21	
50 Bro't from page 49				377,287.21	
All of	29	17 N.	8 E.	640.00	
All of	31	" "	" "	620.50	
All of	33	" "	" "	640.00	
E. ½ and S. W. ¼	35	" "	" "	480.00	
W. ½ of N. W. ¼	25	" "	" "	80.00	
S. W. ¼	"	" "	" "	160.00	
All of	23	" "	" "	640.00	
All of	15	" "	" "	640.00	
Lot 1 N. W. ¼	19	" "	9 "	80.00	
N. ½ lot 2 N. W. ¼	"	" "	" "	39.60	
Lot 1 S. W. ¼	"	" "	" "	80.00	
N. ½ lot 2 S. W. ¼	"	" "	" "	39.85	
Lot 1 N. W. ¼	31	" "	" "	80.00	
S. E. ¼ S. E. ¼	"	" "	" "	40.00	
S. W. ¼	"	" "	" "	160.28	
S. ½ and N. W. ¼	1	16 "	8 "	480.00	
All of	3	" "	" "	640.00	
All of	5	" "	" "	640.00	
All of	7	" "	" "	616.00	
All of	9	" "	" "	640.00	
S. ½	11	" "	" "	320.00	
All of	15	" "	" "	640.00	
All of	17	" "	" "	640.00	
All of	19	" "	" "	617.78	
All of	21	" "	" "	640.00	
8 All of	2	" "	" "	640.00	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
Fr'l part N. ½	25	" "	" "	224. 34	
Fr'l pr't N. ½	27	" "	" "	235. 82	
N. ½ fr'l	29	" "	" "	249. 36	
All of	1	16 "	7 "	640. 00	
All of	3	" "	" "	640. 00	
E. ½ N. E. ¼	5	" "	" "	80. 00	
S. W. ¼ N. E. ¼	"	" "	" "	40. 00	
S. E. ¼	"	" "	" "	160. 00	
All of	9	" "	" "	640. 00	
All of	11	" "	" "	640. 00	
All of	13	" "	" "	640. 00	
All of	15	" "	" "	640. 00	
				393, 050. 74	
51 Bro't from page 50				393, 050. 74	
All of	17	16 N.	7 E.	640. 00	
N. E. ¼	19	" "	" "	160. 00	
N. ½ N. W. ¼	"	" "	" "	50. 65	E. of river
S. E. ¼ N. W. ¼	"	" "	" "	18. 50	" "
E. ½ S. E. ¼	"	" "	" "	80. 00	
W. ½ S. W. ¼	"	" "	" "	67. 75	
N. ½	29	" "	" "	293. 83	
N. ½	27	" "	" "	283. 00	
W. ½ lot 1 N. E. ¼	25	" "	" "	40. 00	
W. ½ lot 2 N. E. ¼	"	" "	" "	26. 09	
Lot 1 N. W. ¼	"	" "	" "	80. 00	
Lot 2 N. W. ¼	"	" "	" "	54. 14	
All of	21	" "	" "	640. 00	
All of	23	" "	" "	640. 00	
N. fr'l ½	25	16 "	6 "	219. 85	
E. ½ and S. W. ¼	13	17 "	7 "	471. 50	
E. p't N. W. 1	"	" "	" "	45. 10	E. of river.
E. ½ S. W. ¼	23	" "	" "	479. 50	
E. ½ N. W. ¼	"	" "	" "	60. 29	E. of river.
S. W. ¼ N. W. ¼	"	" "	" "	26. 90	" " "
All of	25	" "	" "	640. 00	
All of	27	" "	" "	631. 30	
All of	33	" "	" "	598. 25	
All of	35	" "	" "	640. 00	
N. E. ¼	22	23 N.	10 "	57. 90	W. of Lake Nic Conny.
N. W. ¼	"	" "	" "	160. 00	
W. p't S. E. ¼	"	" "	" "	38. 80	W. of Lake Nic Conny
N. W. ¼ S. W. ¼	"	" "	" "	40. 00	
S. ½ S. W. ¼	"	" "	" "	80. 00	
All of	20	" "	" "	640. 00	
E. ½	28	" "	" "	320. 00	
S. E. ¼ S. W. ¼	"	" "	" "	40. 00	
W. ½ and N. E. ¼	30	" "	" "	480. 83	
All of	32	" "	" "	640. 00	
W. p't N. E. ¼	34	" "	" "	72. 70	W. of Lake Nic Conny.
E. ½ N. W. ¼	"	" "	" "	80. 00	
S. E. fr'l ¼ S. E. ¼	"	" "	" "	51. 80	
69 N. ½ S. W. ¼	"	" "	" "	80. 00	
				402, 698. 62	
52 Bro't from page 51				402, 698. 62	
W. ½	4	22 N.	10 E.	317. 68	
All of	8	" "	" "	640. 00	
N. E. ¼	10	" "	" "	151. 90	
E. ½ S. E. ¼	"	" "	" "	80. 00	
W. ½	28	" "	" "	320. 00	
All of	32	" "	" "	640. 00	
E. ½ N. W. ¼	34	" "	" "	80. 00	
S. ½ lot 2 S. W. ¼	30	22 "	9 "	45. 30	
Lot 6	24	23 "	8 "	26. 50	
				405, 000. 60	acres.

The following schedule of lands, comprised on fifty-two pages, contains, according to estimate, four hundred & five thousand (405,000) acres of land. The deed of trust which is made to secure the payments of the bonds therein referred to, requiring a schedule of four hundred thousand (400,000) acres only, the surplus of five thousand (5,000) acres is

added to cover any deficiencies which may occur from errors of description, conflicting claims, or other cause, which may make necessary the withdrawal of any tract or tracts from the list, the uses of this excess being to enable the trustees to release by quit-claim, (without cancellation of bonds,) as in case of full conveyance under the provisions of the deed of trust, any tract or tracts on which error or conflicting claim rests, without, in any event, reducing the quantity standing as security for the redemption of bonds below four hundred thousand acres.

70 The verification of the foregoing schedule of lands, and this declaration explanatory thereof, the signature of the president and secretary and the seal of said Cairo and Fulton Railroad Company of Missouri, are hereto affixed as of the day and year first above written.

[L. S.] M. BRAYMAN,
President, etc.

Attest:
G. R. TEASDALE,
Secretary.

Received, filed, and recorded the foregoing deed this Sept. 20th, 1870.
GEORGE W. ARNOLD,
Recorder.

STATE OF MISSOURI,
County of Scott, ss:

I, George W. Arnold, clerk of the circuit court and ex-officio recorder for the county of Scott aforesaid, do certify the foregoing pages, numbered from one to seventy-four, inclusive, contain a true and perfect copy, in full, of a certain deed of conveyance from the Cairo and Fulton Railroad Company of Missouri, of the first part, and John Moore, John Wilson, and Albert G. Waterman, trustees of the second part, now appearing upon record in record-book of deeds No. in this office.

In testimony whereof I have hereunto subscribed my name, as clerk and ex-officio recorder aforesaid, and affixed the seal of said circuit court at office, in the town of Commerce, within the said county of Scott, this May 21st, 1873.

[SEAL.] GEORGE W. ARNOLD,
Clerk & Ex-officio Recorder.

71 And which said deed embraced the lands in controversy.

Also a deed from John Moore, John Wilson, and Albert G. Waterman, trustees under the last-recited deed, and dated the 25th day of November, *day of November*, 1859, and embracing the lands in suit, to Hiram S. Hamilton, and which said deed is fully set forth in the special verdict found by the court, and which deed is admitted subject to the future objection of the defendants as they might make them.

The plaintiff further gave in evidence a deed dated the 29th day of March, 1860, from Hiram S. Hamilton to Walter A. Stevens, embracing the lands in controversy, and in the words and figures following, to wit:

(Scott County record-book No. 13, page 450.)

Hiram S. Hamilton and wife to Walter A. Stevens.—Deed.

This indenture, made this twenty-ninth day of March, in the year of our Lord one thousand eight hundred and sixty, between Hiram S.

Hamilton, of McHenry County, in the State of Illinois, and Jannett S. Hamilton, his wife, party of the first part, and Walter A. Stevens, party of the second part, witnesseth:

That the said parties of the first part, for and in consideration of the sum of forty-five thousand nine hundred & forty-four and $\frac{10}{100}$ dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have
72 aliened, remised, released, conveyed, and confirmed, and by these presents do alien, remise, release, convey, and confirm unto the said party of the second part, and his heirs and assigns forever, all the following described lots, pieces, or parcels of land situate in the county of Scott and State of Missouri, to wit:

Parts of section.	Section.	Towns.	Range.	Acres.	Hund.	Remarks.
S. E. ¼ of N. W. ¼	2	26 N	13 E	15	24	
E. ½ of S. W. ¼	2	26 N	13 E	21	92	
S. E. ¼ fractional *bet.* in surveys 46 & 1093.	26	27 N	13 E	7	64	
E. ½ of N. E. ¼	4	26 N	14 E	86	14	
N. W. ¼	4	26 N	14 E	172	43	
N. ½ of S. E. ¼	4	26 N	14 E	80	00	
N. E. ¼ of S. W. ¼	4	26 N	14 E	40	00	
Part of section not covered by claim	32	26 N	14 E	21	95	
S. W. ¼ of S. E. ¼	12	27 N	14 E	40	00	
E. ½ of N. E. ¼	20	27 N	14 E	80	00	
N. W. ¼ of N. E. ¼	20	27 N	14 E	40	00	
E. ½ of S. E. ¼	20	27 N	14 E	80	00	
S. W. ¼ of	20	27 N	14 E	160	00	
W. ½ of N. W. ¼	22	27 N	14 E	80	00	
W. ½ of S. E. ¼	22	27 N	14 E	860	00	
S. W. ¼	22	27 N	14 E	160	00	
E. ½ of S. W. ¼	26	27 N	14 E	80	00	
N. E. ¼ N. E. ¼	28	27 N	14 E	40	00	
W. ½ N. E. ¼	28	27 N	14 E	80	00	
N. W. ¼	28	27 N	14 E	160	00	
S. E. ¼ of S. E. ¼	28	27 N	14 E	40	00	
E. ½ of S. W. ¼	28	27 N	14 E	80	00	
N. W. ¼ of S. W. ¼	28	27 N	14 E	40	00	
N. ½ of lot 1, of N. W. ¼	30	27 N	14 E	40	00	
W. ½ of N. E. ¼	34	27 N	14 E	80	00	
N. W. ¼	34	27 N	14 E	160	00	
E. ½ of S. W. ¼	8	27 N	15 E	80	00	
N. W. ¼ of S. W. ¼	10	27 N	15 E	40	00	
S. ½ lot' 1 & 2 of N. W. ¼	18	27 N	15 E	73	05	
S. W. ¼	18	27 N	15 E	144	72	
W. ½ of N. E. ¼	20	27 N	15 E	80	00	
N. E. ¼ of N. E. ¼	20	27 N	15 E	40	00	
W. ½ of S. W. ¼	20	27 N	15 E	80	00	
E. ½	22	27 N	15 E	320	00	
S. E. ¼ of S. W. ¼	22	27 N	15 E	40	00	
S. E. ¼ of N. W. ¼	28	27 N	15 E	40	00	
S. E. ¼ of N. E. ¼	32	27 N	15 E	40	00	
Lots 1, 2, 5, & 6 of N. E. ¼	1	27 N	15 E	348	97	
W. ½ of lot' 3 & 4 of N. E. ¼	1	27 N	13 E	80	00	
Lots 1, 2, 5, & 6 of N. W. ¼	1	27 N	13 E	376	21	
73 Page 2.						
W. ½ lot 3 of N. W. ¼	1	27 N	13 E	40	00	
E. ½ lot 4 of N. W. ¼	1	27 N	13 E	40	00	
W. ½ of S. E. ¼	1	27 N	13 E	80	00	
S. W. ¼	1	27 N	13 E	160	00	
W. ½ of lot 6 of N. E. ¼	3	27 N	13 E	65	50	
Lot 1 & 2 of N. W. ¼	3	27 N	13 E	160	00	
E. ½ of lot 3 of N. W. ¼	3	27 N	13 E	40	28	
E. ½ of lot 6 of N. W. ¼	3	27 N	13 E	69	90	
S. W. ¼	3	27 N	13 E	160	00	
N. E. ¼ of N. E. ¼	11	27 N	13 E	40	00	
S. E. ¼	15	27 N	13 E	160	00	
N. E. ¼ of S. W. ¼	15	27 N	13 E	40	00	
N. W. ¼ of	27	27 N	13 E	160	00	
N. ½ of S. W. ¼	27	27 N	13 E	80	00	
N. E. ¼ of N. E ¼	11	28 N	13 E	40	00	
N. W. ¼ of S. E. ¼	11	28 N	13 E	40	00	
S. W. ¼ of S. W. ¼	15	28 N	13 E	40	00	

Parts of section.	Section.	Towns.	Range.	Acres.	Hund.	Remarks
W. ½ of N. E. ¼	17	28 N	13 E	80	00	
E. ½ of N. W. ¼	17	28 N	13 E	80	00	
N. W. ¼ of N. W. ¼	17	28 N	13 E	40	00	
S. E. ¼ of S. E. ¼	17	28 N	13 E	40	00	
W. ½ of S. E. ¼	17	28 N	13 E	80	00	
S. W. ¼ of N. W. ¼	21	28 N	13 E	40	00	
S. E. ¼ of S. E. ¼	21	28 N	13 E	40	00	
W. ½ of S. E. ¼	21	28 N	13 E	80	00	
S. W. ¼	21	28 N	13 E	160	00	
N. E. ¼ of N. E. ¼	29	28 N	13 E	40	00	
S. ½ of N. W. ¼	29	28 N	13 E	80	00	
S. ½ of lot 2 of N. W. ¼	31	28 N	13 E	80	00	
Lot 1 of S. W. ¼	31	28 N	13 E	80	00	
N. ½ lot 2 of S. W. ¼	31	28 N	13 E	39	85	
N. E. ¼ of N. W. ¼	35	28 N	13 E	40	00	
Lot 1 of N. E. ¼	1	27 N	14 E	79	75	
E. ½ of lots 2 & 3 of N. E. ¼	1	27 N	14 E	79	75	
Lots 6 & 7 of N. W. ¼	1	27 N	14 E	126	61	
Lots 1, 2, & 3 of N. E. ¼	3	27 N	14 E	241	20	
W. ½ of lot 4 of N. E. ¼	3	27 N	14 E	40	20	
W. ½ and S. E. ¼	3	27 N	14 E	853	41	
W. ½ lots 1 & 2 of N. E. ¼	5	27 N	14 E	80	05	
Lots 3, 4, 5, & 6 of N. E. ¼	5	27 N	14 E	356	47	
Lots 1, 2, & 3 of N. W. ¼	5	27 N	14 E	242	16	
Page 3.						
E. ½ lots 4 & 5 of N. W. ¼	5	27 N	14 E	81	22	
S. ½	5	27 N	14 E	321	00	
W. ½ of S. E. ¼	7	27 N	14 E	80	00	
S. W. ¼	7	27 N	14 E	187	00	
S. W. ¼ of N. W. ¼	9	27 N	14 E	40	00	
N. W. ¼ of S. W. ¼	9	27 N	14 E	40	00	
W. ½ N. W. ¼	11	27 N	14 E	80	00	
74 N. E. ¼	15	27 N	14 E	160	00	
S. E. ¼ of N. E. ¼	17	27 N	14 E	40	00	
S. ½	17	27 N	14 E	320	00	
W. ½ lot 2 of N. W. ¼	5	28 N	14 E	39	66	
W. ½ of S. E. ¼	5	28 N	14 E	42	37	
E. ½ of S. E. ¼	7	28 N	14 E	61	28	
E. ½ of *of* N. E. ¼	9	28 N	14 E	80	00	
S. W. ¼ of N. E. ¼	9	28 N	14 E	40	00	
S. E. ¼	9	28 N	14 E	160	00	
E. ½ of S. W. ¼	9	28 N	14 E	80	00	
S. W. ¼ of S. W. ¼	9	28 N	14 E	40	00	
S. E. ¼ of N. W. ¼	15	28 N	14 E	40	00	
W. ½ of N. W. ¼	15	28 N	14 E	80	00	
E. ½ of S. W. ¼	15	28 N	14 E	80	00	
N. W. ¼ of S. W. ¼	15	28 N	14 E	40	00	
W. ½ of N. E. ¼	19	28 N	14 E	80	00	
S. ½ lots 1 & 2 of N. W. ¼	19	28 N	14 E	80	44	
N. W. ¼ of S. E. ¼	19	28 N	14 E	40	00	
S. ½ of lot 1 of S. W. ¼	19	28 N	14 E	40	00	
N. ½ of lot 2 of S. W. ¼	19	28 N	14 E	40	12	
E. ½ of N. E. ¼	21	28 N	14 E	80	00	
E. ½ of S. E. ¼	21	28 N	14 E	80	00	
W. ½ and N. E. ¼	27	28 N	14 E	480	00	
W. ½ of S. E. ¼	27	28 N	14 E	80	00	
S. E. ¼ of S. W. ¼	29	28 N	14 E	40	00	
All of	31	28 N	14 E	640	58	
E. ½	33	28 N	14 E	80	00	
E. ½ of N. W. ¼	33	28 N	14 E	80	00	
W. ½ of N. E. ¼	35	28 N	14 E	80	00	
W. ½ of N. W. ¼	35	28 N	14 E	80	00	
Lots 1 & 7 of N. E. ¼	5	27 N	15 E	127	55	
W. ½ of lot 2 of N. E. ¼	5	27 N	15 E	41	00	
Lot 7 of N. W	5	27 N	15 E	43	33	
E. ½ of lot 1 of N. W. ¼	5	27 N	15 E	39	36	
W. ½ lots 4 & 5 of N. W. ¼	5	27 N	15 E	76	57	
S. E. ¼		27 N	15 E	160	00	
E. ½ of S. W. ¼	5	27 N	15 E	80	00	
E. ½ of N. ¼	7	27 N	15 E	80	00	
N. ½ of lot 2 of N. W. ¼	7	27 N	15 E	34	37	
S. W. ¼ of N. E. ¼	19	28 N	15 E	40	00	
E. ½ of S. W. ¼	29	28 N	15 E	80	00	
N. E. ¼	21	26 N	14 E	160	00	
E. ½ of S. E. ¼	27	27 N	14 E	80	00	
W. ½ and N. E. ¼	15	26 N	14 E	480	00	
S. W. ¼ of S. E. ¼	15	26 N	14 E	40	00	
N. ½ of S. W. ¼	9	26 N	14 E	80	00	
S. E. ¼ of S. W. ¼	9	26 N	14 E	40	00	

Being the same lands deeded November 25, 1859, by John Moore,
75 John Wilson, and A. G. Waterman, trustees of the Fulton & Cairo R. R. lands, to the said party of the first part:

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and also all the estate, right, title, and interest, right of dower, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said parties of the first part of, in, and to the above-described premises, and every part and parcel thereof, with the appurtenances:

To have and to hold all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns forever. And the said Hiram S. Hamilton, for himself, his heirs, executors, and administrators, does hereby covenant, promise, and agree to and with the said party of the second part, his heirs and assigns, that he has not made, done, committed, executed, or suffered any act or acts, thing or things whatsoever, whereby or by means whereof the above mentioned and described premises, or any part or parcel thereof, now are, or at any time hereafter shall or may be, impeached, charged, or incumbered in any manner or way whatsoever, and against all and every acts or things the said party of the first part will, and his heirs will, forever warrant and defend.

In witness whereof the said parties of the first part have hereunto set their hands and seals the day and year above written.

Signed, sealed, by Mrs. Hamilton, in presence of—

GEORGE W. THOMPSON,
P. A. HOYNE.

76 H. S. HAMILTON. [SEAL.]
JANNETT S. HAMILTON. [SEAL.]

CITY OF CHICAGO,
County of Cook, State of Illinois, ss:

Be it remembered, that on this thirtieth day of March, in the year one thousand eight hundred and sixty, before the subscriber, a commissioner in and for the said State of Illinois, duly commissioned and authorized by the governor of the State of Missouri to take the acknowledgments and proof of deeds and other instruments of writing to be used or recorded in the said State, and to administer oaths and affirmations, &c., personally appeared Jannett S. Hamilton, wife of Hiram S. Hamilton, to me personally known to be the person whose name is subscribed to the annexed deed as parties thereto, and acknowledged that she executed the same for the purpose therein mentioned; and the said Jannett S. Hamilton, being by me examined apart from her husband and made fully acquainted with the contents of the said annexed deed, acknowledged that she executed the same, and relinquished the dower in the real estate therein mentioned freely, and without fear, compulsion, or undue influence of her said husband.

In testimony whereof I have hereunto set my hand and affixed my seal of office, at my office in the city of Chicago, the day and year first above written.

PHILIP A. HOYNE,
Commissioner of Deeds, etc., for the State of Missouri, in Illinois.

Before me, George Whitcomb, clerk of the circuit court in and for the county of Mississippi, in the State of Missouri, this day came

77 Hiram S. Hamilton, who is to me personally known to be the same person whose name is to the within deed as a party thereto, and he acknowledged the same to be his act and deed for the purposes therein named.

In attestation whereof I have hereunto signed my name and affixed the seal of said court, at office in Charleston, this the second day of April, 1860.

[L. s.] GEO. WHITCOMB, *Clerk.*

April 4, A.D. 1860.

Received and recorded this foregoing deed and certificate.

A. S. HENDERSON,
Clerk & ex-officio Recorder.
By his deputy, JOHN HENDERSON.

STATE OF MISSOURI,
County of Scott, ss:

I, George W. Arnold, clerk of the circuit court and ex-officio recorder of deeds within and for the said county of Scott, do certify the above and foregoing instrument of writing to be a full, true, and correct copy of a certain instrument or deed of conveyance appearing upon , now upon record in this office, in record-book No. 13, on pages 450, 451, 452, 453, 454, 455, & 456 of the records of deeds and land-titles of this county.

In testimony whereof I have hereunto set my hand and affixed the official seal of said circuit court. Done at office in Commerce this April 5, A. D. 1872.

[SEAL.] GEORGE W. ARNOLD,
Clerk and ex-officio Recorder.

And also a deed, dated the 23d day of November, 1860, from
78 Walter A. Stevens to plaintiff, conveying to him the same lands so granted by the said Hiram S. Hamilton to him, said Stevens, in the words and figures following:

Walter A. Stevens to Blakeley Wilson, trustee.—Deed.

Filed November 30, 1860.

A. S. HENDERSON,
Clerk & ex-officio Recorder.

Filed for record July 7th, A. D. 1866.

JOHN G. ROSS,
Clerk & ex-officio Recorder.

This deed, made and entered into this twenty-third day of November, one thousand eight hundred and sixty, by and between Walter A. Stevens, of the city of Chicago, Cook County, Illinois, party of the first part, and Blakeley Wilson, of Bergen, Hudson County, New Jersey, trustee, party of the second part, witnesseth: That the said party of the first part, in consideration of eleven thousand eight hundred and ninety-six dollars and sixteen cents to him paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents grant, bargain, and sell, convey, and confirm unto the said party of the second part all the following-described real estate, lying

and being in the county of Scott, in the State of Missouri, viz: The southeast quarter of the northwest quarter and the east half of the southwest quarter of section two, in township twenty-six north, of range thirteen east; also the southeast fractional quarter, between surveys 46 & 1093 of section twenty-six, in township twenty-seven north, of range thirteen east; also that part of section not covered by claim of section thirty-two, in township twenty-six north, of range fourteen east; also the southwest quarter of the southeast quarter of section twelve, in township twenty-seven north, of range fourteen east; also the east half of the northeast quarter, the northwest quarter of the northeast quarter, the east half of the southeast quarter, and the southwest quarter of section twenty, in township twenty-seven north,
79 of range fourteen east; also the east half of the southwest quarter of section twenty-six, in township twenty-seven north, of range fourteen east; also the north half of lot number one of the northwest quarter of section thirty, in township twenty-seven north, of range fourteen east; also the east half of the southwest quarter of section eight, in township twenty-seven, north of range fifteen east; also the northeast quarter of the southwest quarter of section ten, in township twenty-seven north, of range fifteen east; also the south half of lots number one and two of the northwest quarter, and the southwest quarter of section eighteen, in township twenty-seven north, of range fifteen east; also the west half of the northeast quarter, the northeast quarter of the northeast quarter, and the west half of the southwest quarter of section twenty, in township twenty-seven north, of range fifteen east; also the east half and the southeast quarter of the southwest quarter of section twenty-two, in township twenty-seven north, of range fifteen east; also the southeast quarter of the northwest quarter of section twenty-eight, in township twenty-seven north, of range fifteen east; also the southeast quarter of the northeast quarter of section thirty-two, in township twenty-seven north, of range fifteen east; also lots number one, two, five, and six of the northeast quarter, the west half of lots number three and four of the northeast quarter, lots number one, two, five, and six of the northwest quarter, the west half of lot number three of the northwest quarter, the east half of lot four of the northwest quarter, the west half of the southeast quarter, and the
80 southwest quarter of section one, in township twenty-seven north, of range thirteen east; also the west half of lot number six of the northeast quarter, lots number one and two of the northwest quarter, the east half of lot number three of the northwest quarter, the east half of lot number six of the northwest quarter, and the southwest quarter of section three, in township twenty-seven north, of range thirteen east; also the northeast quarter of the northeast quarter of section eleven, in township twenty-seven north, of range thirteen east; also the southeast quarter, the northeast quarter of the southwest quarter, and the southwest quarter of the southwest quarter of section fifteen, in township twenty-seven north, of range thirteen east; also the northwest quarter and the north half of the southwest quarter of section twenty-seven, in township twenty-seven north, of range thirteen east; also the northeast quarter of the northeast quarter, and the northwest quarter of the southeast quarter of section eleven, in township twenty-eight north, of range thirteen east; also the southwest quarter of the southwest quarter of section fifteen, in township twenty-eight north, of range thirteen east; also the west half of the northeast quarter, the east half of the northwest quarter, the northwest quarter of the northwest quarter, the southeast quarter of the southeast quarter,

and the west half of the southeast quarter of section seventeen, in township twenty-eight north, of range thirteen east; also the southwest quarter of the northwest quarter, the southeast quarter of the
81 southeast quarter, the west half of the southeast quarter, and the southwest quarter of section twenty-one, in township twenty-eight north, of range thirteen east; also the northeast quarter of the northeast quarter, and the south half of the northwest quarter of section twenty-nine in township twenty-eight north, of range thirteen east; also the south half of lot number two of the northwest quarter, lot number one of the southwest quarter, and the north half of lot number two of the southwest quarter of section thirty-one, in township twenty-eight north, of range thirteen east; also the northeast quarter of the northwest quarter of section thirty-five, in township twenty-eight north, of range thirteen east; also lot number one of the northeast quarter, the east half of lots number two and three of the northeast quarter, and lots number six and seven of the northwest quarter of section one, in township twenty-seven north, of range fourteen east; also lots number one, two, and three of the northeast quarter, the west half of lot number four of the northeast quarter, the west half and the southeast quarter of section three, in township twenty-seven north, of range fourteen east; also the west half of lots number one and two of the northeast quarter, lots number three, four, five, and six of the northeast quarter, lots number one, two, and three of the northwest quarter, the east half of lots number four and five of the northwest quarter and the south half of section five, in township twenty-seven north, of range fourteen east; also the west half of the southeast quarter and the southwest quarter of section seven, in township twenty-seven north, of range fourteen east; also the southwest quarter of the northwest quarter
82 and the northwest quarter of the southwest quarter of section nine, in township twenty-seven north, of range fourteen east; also the west half of the northwest quarter of section eleven, in township twenty-seven north, of range fourteen east; also the southeast quarter of the northeast quarter and the south half of section seventeen, in township twenty-seven north, of range fourteen east; also the west half of lot number two of the northwest quarter and the west half of the southeast quarter of section five, in township twenty-eight north of range fourteen east; also the east half of the southeast quarter of section seven, in township twenty-eight north, of range fourteen east; also the east half of the northeast quarter, the southwest quarter of the northeast quarter, the southeast quarter, the east half of the southwest quarter, and the southwest quarter of the southwest quarter of section nine in township twenty-eight north of range fourteen east; also the southeast quarter of the northwest quarter, the west half of the northwest quarter, the east half of the southwest quarter, and the northwest quarter of the southwest quarter of section fifteen, in township twenty-eight north, of range fourteen east; also the west half of the northeast quarter, the south half of lots number one and two of the northwest quarter, the northwest quarter of the southeast quarter, the south half of lot number one of the southwest quarter, and the north half of lot number two of the southwest qr. of section nineteen, in township twenty-eight north, of range fourteen east; also the east half of the northeast quarter, and the east half of the south-
83 east quarter of section twenty-one, in township twenty-eight north, of range fourteen east; also the west half, the northeast quarter,

and the west half of the southeast quarter of section twenty-seven, in township twenty-eight north, of range fourteen east; also the southeast quarter of the southwest quarter of section twenty-nine, in township twenty-eight north, of range fourteen east; also the whole of section thirty-one, in township twenty-eight north, of range fourteen east; also, the east half & the east half of the northwest quarter of section thirty-three, in township twenty-eight north, of range fourteen east; also the west half of the northeast quarter and the west half of the northwest quarter of section thirty-five, in township twenty-eight north, of range fourteen east; also lots number one and seven of the northeast quarter, the west half of lot number two of the northeast quarter, lot number seven of the northwest quarter, the east half of lot number one of the northwest quarter, the west half of lots number four and five of the northwest quarter, the southeast quarter, and the east half of the southwest quarter of section five, in township twenty-seven north, of range fifteen east; also the east half of the northeast quarter and the north half of lot number two of the northwest quarter of section seven, in township twenty-seven north, of range fifteen east; also the southwest quarter of the northeast quarter of section nineteen, in township twenty-eight north, of range fifteen east; and also the east half of the south-
84 west quarter of section twenty-nine, in township twenty-eight north, of range fifteen east, containing in the aggregate eleven thousand eight hundred and ninety-six acres and sixteen hundredths of an acre:

To have and to hold the same, with all the rights, immunities, privileges, and appurtenances thereunto belonging, unto the said party of the second part and his successors and assigns; the said Walter A. Stevens hereby covenanting that he, his heirs, executors, and administrators, shall and will warrant and defend the title to said premises unto the said party of the second part, his successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

In witness whereof the said party of the first part has hereunto set his hand and seal the day and year first above written.

WALTER A. STEVENS. [SEAL.]

Signed, sealed, and acknowledged in the presence of the undersigned—
JOSEPH B. AUSTIN.
SILAS W. NOTT.

STATE OF ILLINOIS,
Cook County, ss:

Be it known that on the day below named, before the undersigned, clerk of the circuit court, (within and for said State and county,) which is a court of record, having a seal, came Walter A. Stevens, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in writing as party thereto, and he acknowledged the same to be his act and deed for the purposes therein expressed.

In testimony whereof I hereto set my hand and affix the seal
86 of said court, whis is my official seal, the twenty-third day of November, A. D. 1860

[SEAL.]

WM. L. CHURCH,
Clerk.

STATE OF MISSOURI,
County of Scott, ss :

NOVEMBER 30, 1860.

Received and recorded the foregoing deed and certificate of acknowledgment in record-book No. 14, pages 21, 22, 23, 24, and 25.

In witness whereof I have signed my name and affixed the seal of office at office in Benton.

[SEAL.]

A. S. HENDERSON,
Clerk and ex-officio Recorder.

STATE OF MISSOURI,
County of Scott ss :

RECORDER'S OFFICE, *July* 7, *A. D.* 1866.

Thus received and recorded the within deed and certificate of acknowledgment in record-book No. 16, on pages 89, 90, 91, 92, and 93.

[SEAL]

JOHN G. ROSS,
Clerk & ex-officio Recorder.

And the plaintiff, having further proven that at the time of the institution of suit the defendants were severally in possession of the tracts of land sued for, and had been for some time prior thereto, rested his case.

And the defendants, to maintain the issue on their part, then offered and gave in evidence an act of the general assembly of the State of Missouri, entitled an act to expedite the construction of the Cairo
86 & Fulton Railroad of Missouri, and which became a law of the 11th day of December, 1855, and proved an acceptance of said act in due form by the company, and in the manner as required by said last-mentioned act, and an acceptance of the bonds of the State, as provided by said act, to the full amount of two hundred and fifty thousand dollars, at the following times and in the following amounts:

Acceptance,	August 5, 1857	$100,000
"	October 17, 1857	80,000
"	December 11, 1858	70,000

Also an act of the general assembly of the State entitled "An act to amend an act to secure the completion of certain railroads in this State, approved December 10th, 1855," approved March 3d, 1857; and proved an acceptance of said act in due form by the Cairo & Fulton Railroad Company, and in the manner as required by the said last-mentioned act, and the due issue to and receipt by the said Cairo and Fulton Railroad Company of the bonds of the State, as provided by said act, to the full amount of four hundred thousand dollars, at the following times and in the following amounts:

Acceptance,	April 16, 1859	$100,000
Acceptance,	July 25, 1859	$300,000

The defendants then offered and gave in evidence an admission
87 by the plaintiff that the Cairo and Fulton Railroad of Missouri made default on the payment of the interest of the bonds of the State loaned to it under the provisions of the said acts of the general assembly of the State of date December 11, 1855, and March 2, 1857, in the year 1860, and has ever since continued so in default.

And then offered and gave in evidence an act of the general assembly of the State, approved the 19th day of February, 1866, entitled "An act

to provide for the sale of certain railroads and property by the governor' to foreclose the State's lien thereon, and to secure an early completion of the Southwest Branch Pacific, the Platte Country, the Saint Louis and Iron Mountain, and the Cairo & Fulton Railroads of Missouri."

And also "An act supplementary to and explanatory of an act entitled 'An act to provide for the sale of certain railroads and property by the governor, to foreclose the State's lien thereon, and to secure an easy completion of the Southwest Branch Pacific, the Pacific, the Platte Country, the St. Louis and Iron Mountain, and the Cairo and Fulton Railroads of Missouri," approved March 19, 1866.

It was then proved by the defendant and admitted by the plaintiff that a sale was made in 1866 by the governor of Missouri, in conformity with the provisions of the said several acts of assembly hereinbefore mentioned, in foreclosure of the statutory mortgages created under and by force of said acts of 11 Dec., 1855, and 3d of March, 1857,
88 and that by means of said sale in foreclosure and intermediate conveyances the defendants' landlord, Thomas Allen, had, before the institution of this suit, acquired a complete title in fee to all of the property of said Cairo and Fulton Railroad Company of Missouri, which was covered by the said statutory mortgages, and, among the rest, the property in dispute, if covered by said mortgages.

The defendants, further to maintain the issues on their part, then offered and gave in evidence a deposition of John Wilson, esquire, one of the trustees in the deed of trust given in evidence, taken in the city of Washington on the 11th day of March, 1873, as follows:

Deposition of John Wilson.

Deposition of John Wilson, taken before Chas. Cons. Callan, a duly commissioned notary public in and for the district of Columbia, at Washington City, D. C., on the 11th day of March, 1873.

JOHN WILSON, witness of lawful age, being duly sworn, deposes and says, in answer to interrogatories propounded by Robert W. McPherson, on behalf of the defendants:

First interrogatory. State whether you were in the city of Springfield, in the State of Illinois, on the 25th day of November, 1859. If nay, state where you were on that day, when before that day you were last in said city of Springfield, and when next after that day.

Answer. I have not been able to find any record evidence of my
89 locality on the 25th day of November, 1859, or whether I was in Springfield, Illinois, on that day, or when before that day or after I was in that city, and my memory does not enable me to state either fact.

Second interrogatory. Did you sign your name as grantor to the document under which the plaintiff claims title in this case, purporting to be a deed of conveyance of lands in Missouri from John Moore, John Wilson, and A. G. Waterman, to Hiram S. Hamilton, bearing date the 25th day of November, 1859, of which a certified copy is now handed you, marked "Exhibit A?" (Exhibit A is handed the witness by the notary.)

Answer. The document under which the plaintiff claims title in this case, purporting to be a deed of conveyance of lands in Missouri from John Moore, John Wilson, and A. G. Waterman to Hiram S. Hamilton, bearing date the 25th day of November, 1859, has not been presented to me. What purports to be a copy of that document is submitted, which, of course, does not bear my signature, but only what purports

to be a copy of it. As I have not the records of the Cairo and Fulton Railroad Company of Missouri, to refer to, I cannot say whether that copy is correct or not.

Third interrogatory. Look at the copy marked Exhibit A, now handed you, and state whether or not you have any recollection of signing any deed or document similar to it in terms on or about the 25th of November, 1859.

Answer. I remember signing deeds for lands of the Cairo and F. R. R. Company, similar in terms to the copy now shown me. Whether on that date or not I cannot remember, as already stated, but will
90 fully explain the matter in answer to the remaining interrogatories.

Fourth interrogatory. Please state fully and especially all that you know about the deed or document under which the plaintiff claims title in this case, purporting to be a deed of conveyance of lands in Missouri from John Moore, John Wilson, and A. G. Waterman to Hiram S. Hamilton, bearing date the 25th day of November, 1859. If you have any recollection of signing, sealing, and acknowledging any such deed or document, state where you signed it; what disposition you made of it after signing it; whether you know of your own knowledge it was ever delivered. If it was delivered, were you present at its delivery? To whom, and when and where was it delivered, if it was ever delivered? State whether or not the said instrument of writing was in all respects complete as to its sense when you signed it. If it was not, were there any blanks to be filled in? If there were any blanks, state, to the best of your knowledge and belief, what they were.

Answer. The residence of Mr. Waterman, one of the trustees, was in Philadelphia, Penna. My own residence was in Chicago, Illinois, and that of John Moore, the other trustee, was in Springfield, Illinois, where the office of the Cairo and F. R. R. Company of Mo. was then located, Mason Brayman being president and George Teasdale secretary. To enable the president promptly to discharge the duties of his position and to convey the lands of the company as fast as they were sold and paid for, I and A. G. Waterman, two of the trustees of said company, addressed the following to our co-trustee, John Moore, to wit:

"TRUSTEES' OFFICE CAIRO & FULTON RAILROAD COMPANY OF MO.

"Hon. JOHN MOORE, *Trustee, etc.*

"DEAR SIR: For convenience in executing deeds of lands held by us (with yourself) in trust, etc., for the above-named company, we sign such deeds in blank with the understanding that they shall remain in the custody of the president of our board of trustees, subject to your order, and that on your being satisfied that the terms of the deed of trust are complied with with respect to the cancellation of bonds, such deeds may be executed and delivered by you; and the officer taking acknowledgment thereof is authorized to certify, as to us, of the same date, upon all deeds so signed by us and signed and shown him by you.

"JOHN WILSON,
"A. G. WATERMAN,
"*Trustees.*

"SPRINGFIELD, ILLINOIS, *July* 20, 1858."

The trustees had the most perfect confidence in Mason Brayman, president of the company and ex-officio president of the board of trustees, but yet determined to have a proper check upon him by one of their own number, Gov. John Moore, whose thorough business talents

were well known to his colleagues, and whose sterling honesty and incorruptible integrity had justly given him the appellation of "Honest John Moore." Deeds for lands of the Cairo and Fulton Railroad Company were signed and sealed by me, and, I believe, also by Mr.
92 Waterman, and placed in the hands of the president, Mason Brayman, to be completed by Gov. Moore, when bonds sufficient to cover the price of the lands embraced by any such deed should be placed by Mr. Brayman in the hands of Gov. Moore for cancellation.

My recollection is that when I signed those deeds the places for the dates and names of the vendees and consideration money were left blank. Whether there were any other blanks I cannot positively remember, but think there were not. The object of signing the deeds in this manner was to enable John Moore to complete them under the authority above given, by filling the blanks, acknowledging my signature, and delivering them to the vendees; and such is my confidence in him that I am perfectly sure that every one of these deeds signed and acknowledged by him was for land for which bonds of the company had been paid in and properly cancelled, and for which, of course, the company was thus fully paid. I have thus shown the manner of signing these deeds and the disposition made of them by me. As to the when and where I signed them I cannot now remember—whether it was in Chicago, New York, Washington, or Springfield, being in the habit of transacting business for the company in each of those cities. Personally I know nothing of the delivery except as above stated. I cannot say positively, as already stated, whether the tracts of land were inserted in said deeds when signed and handed over by me, but think they were.

I do not remember having personally acknowledged any of those
93 deeds, though I may have done so.

Fifth interrogatory. Are you related to either the plaintiff or the defendant in this suit? If at all, state in what degree.

Answer. No; in no manner, to my knowledge.

Sixth interrogatory. Are you in any way, directly or indirectly, interested in the suit which is the subject of this investigation?

Answer. I am not.

Cross-interrogatories propounded to the witnesss by H. A. Clover, through E. Tracey:

First cross-interrogatory. Do you know whether John Moore, your co-trustee, ever cancelled any of the bonds issued by the Cairo and Fulton Railroad Company, under the terms of the trust-deed, as against the lands sold by the company, according to the provisions of the said trust? If so, how do you know the fact, and what evidence have you of it, and what amount of said bonds and coupons were cancelled by him? How were they cancelled? What report, if any, did he make of his action in so cancelling bonds and coupons? If he made such a report, to whom was it made, and what is the date thereof, and what was said report? State if you know.

Answer. John Moore, my co-trustee, made a report of his transactions, dated January 12th, 1861, of which the following is a copy, to wit:

"SPRINGFIELD, *Jan* 12, 1861.

"MASON BRAYMAN, Esq.,

"*President Cairo & Fulton Railroad Co. of Mo.*

94 "SIR: I herewith submit a detailed statement of the number of bonds of the Cairo & Fulton Railroad of Missouri, which have

been received for lands sold by the trustees and have been cancelled to the present date, as also the amount of coupons which have been cancelled, together with the number of acres of the company's land sold, and the aggregate amount received therefor, to wit:

Bonds Nos. 1 to 150, inclusive, $1,000 each	$150,000
" " 191, 192, 194, 195, 196, 321, 322, & 323	8,000
" " 324, 325, 501, 502, 503, 508, 510, 512	8,000
" " 517 to 523, 527, 629 to 637, 638, 691 to 696, 698, 709, 710, 722, 726, 728 to 734, 741, 743 to 750, inclusive.	45,000
" " 769 to 774, & 778	7,000
	$218,000
547 interest coupons at $35	19,000
Total cancellations	$237,000

Total trust and interest lands sold ..... 48,209$\frac{69}{100}$ acres.
Total amount for which the lands were sold ..... 237,721$\frac{47}{100}$

Balance due to cancellation 576.47

"JOHN MOORE,
"*Trustee C. & P. R. R. Co. of Mo.*"

The document from I have copied the above purports to be a copy of the original document sent to me by M. Brayman, president of the company, in letter of Aug't 23d, 1872.

It is from this report alone that I know of the cancellation
95 of these bonds issued by the Cairo and Fulton Railroad Company, under the terms of the trust-deed, as against the land sold by the company. The original of that report of Governor Moore I have never seen.

(Counsel for the defendants objects to the competency and admissibility of the copy of the report of John Moore, referred to and written out here as part of the answer to the first cross-interrogatory, and to the whole answer as irrelevant.)

Second cross-interrogatory. State anything which you may know in reference to the execution and delivery of the deed, referred to in the direct interrogatory, of the trustees to Hiram S. Hamilton, of date the 25th day of November, 1859, by your co-trustee, A. G. Waterman.

Answer. The statement of John Moore, above copied in full, was sent me by Mason Brayman, president of the Cairo and Fulton Railroad Company of Missouri, and ex-officio president of the board of trustees, in a letter of which the following is a copy, to wit:

"DARTFORD, WISCONSIN, *Aug.* 23, 1872.

"Hon. JOHN WILSON.

"DEAR SIR: Yours of the 8th finds me here, after much delay. I send you a copy of an original, signed by you and Mr. Waterman, in my possession, which was the authority under which Col. Moore and myself acted in making sales. The particular mode has, I observe, escaped your memory.

96 "I also enclose a copy of Col. Moore's report or certificate of bonds cancelled, covering all sales down to Jan. 12th, 1861, including of course the Hamilton sale. This shows faithful compliance

on his part with the terms of the paper given by you and Mr. Waterman. In cancelling, however, each bond was not endorsed with the description of a particular tract of land, but the cancellations were in bulk from time to time for convenience. Your letter brings the first information I have of the suit.

"With regards, yours, &c.,

"M. BRAYMAN."

This is all I know of the subject-matter of the 2d cross-interrogatory; and Mr. Brayman's letter above is the source from whence I have derived that knowledge.

Third cross-interrogatory. State anything else you may know respecting the execution of said deed and the manner of the execution of said trust, by the said trustees, so far as you may know the same, fully and particularly.

Answer. I know nothing further than what I have stated in answer to the direct and cross-interrogatories.

Re-direct examination:

First interrogatory. What is your opinion of the character and reliability of Mr. Brayman, to whom you refer, and a copy of whose letter you profess to give, in your answer to the first and second cross-interrogatories.

Answer. I had the most implicit confidence in Mr. Brayman in every relation till some time in 1870, when that confidence was materially shaken. I have no doubt, however, that the copy he sent me in
97 his letter of 23d August, 1872, above mentioned, of the report of John Moore, is a correct and true copy of that report.

JOHN WILSON.

And then offered and gave evidence tending to prove facts specially found in its special finding hereinafter set forth, respecting the execution of the said deed of November 25, 1859, from the said trustees to said Hamilton, and thereupon, on said evidence, the court, pursuant to the act of March 3, 1865, ch. 86, made the following special finding:

Special finding of the court.

United States circuit court, eastern district of Missouri, Sept. term, 1873.

BLAKELEY WILSON, PLAINTIFF,
vs.
PETER BOYCE, DEFENDANT.

This is an action of ejectment for a tract of land in Scott County, in this State. A jury trial was waived, and the cause tried by the court. The court finds specially the following facts: The tract in dispute is part of a large body of land acquired by the State of Missouri under the act of Congress entitled "An act granting the right of way and making a grant of land to the States of Arkansas and Missouri, to aid in the construction of a railroad from a point on the Mississippi, opposite the mouth of the Ohio River, via Little Rock, to the Texas boundary, near Fulton, in Arkansas, with branches to Fort Smith and the Mississippi River," approved February 9th, 1853. The lands thus
98 granted by the act of Congress were afterwards granted by the State to the Cairo and Fulton Railroad Company of Missouri by

act of the general assembly of February 20th, 1855. The plaintiff and defendant each claims under the Cairo and Fulton Railroad Company of Missouri, as a common source of title, in which company it is stipulated by the parties the title vested.

The plaintiff claims to have derived the title of the Cairo and Fulton Railroad Company of Missouri by means of the following instruments:

1. A deed from the Cairo and Fulton R. R. Co., of date May 23, 1857, to John Moore, John Wilson, and Albert G. Waterman, in trust, with power of sale. This deed bears date 23d of May, 1857, though the resolution of the board, which is the authority on which this deed rests, was made the 8th of March, 1858, and the certificates of acknowledgement of the grantors are dated respectively April 30, May 7 and 14, 1868.

2. An instrument purporting to be a deed from Moore, Wilson, & Waterman, trustees, of date November 25, 1859, to one H. S. Hamilton.

This deed is as follows:

Scott County record-book No. 13.

Know all men by these presents, that we John Moore and John Wilson, of the State of Illinois, and Albert G. Waterman, of the State of Pennsylvania, trustees upon certain trusts created and limited by a certaindeed made between us and the Cairo and Fulton Railroad Company of Missouri, bearing the date of the 23d day of May, 1857, and a second deed bearing the date of the 6th day of October, 1858, in consideration of the sum of seventy-one thousand five hundred & seventy & $\frac{65}{100}$ dollars, to us paid by Hiram S. Hamilton, of the State of Illinois, the receipt of which is acknowledged, and in execution of said trust, do hereby grant, bargain, & sell unto the said Hiram S. Hamilton, of the State of Illinois, the lands described as follows, viz: The

Parts of section.	Section.	Towns.	Range.	Acres.	Hundredths.
S. E. ¼ of N. W. ¼	2	26 N.	13 E.	15	24
E. ½ of S. W. ¼	2	26 N.	13 E.	21	92
S. E. ¼ fractional between 46 & 1093	26	27 N.	13 E.	7	64
E. ½ of N. E. ¼	4	26 N.	14 E.	86	14
N. W. ¼	4	26 N.	14 E.	172	43
N. ½ of S. E. ¼	4	26 N.	14 E.	80	00
N. E. ¼ of S. W. ¼	4	26 N.	14 E.	40	00
Part of section not covered by claim	32	26 N.	14 E.	21	95
S. W. ¼ of S. E. ¼	12	27 N.	14 E.	40	00
E. ½ of N. E. ¼	20	27 N.	14 E.	80	00
N. W. ¼ of N. E. ¼	20	27 N.	14 E.	40	00
E. ½ of S. E. ¼	20	27 N.	14 E.	80	00
S. W. ¼	20	27 N.	14 E.	160	00
N. ½ of N. W. ¼	22	27 N.	14 E.	80	00
W. ½ of S. E ¼	22	27 N.	14 E.	80	00
S. W. ¼	22	27 N.	14 E.	160	00
E. ½ of S. W. ¼	26	27 N.	14 E.	80	00
N. E. ¼ of N. E. ¼	28	27 N.	14 E.	40	00
W. ½ of N. E. ¼	28	27 N.	14 E.	80	00
N. W. ¼	28	27 N.	14 E.	160	00
S. E. ¼ of S. E. ¼	28	27 N.	14 E.	40	00
E. ½ of S. W. ¼	28	27 N.	14 E.	80	00
N. W. ¼ of S. W. ¼	28	27 N.	14 E.	40	00
N. ½ lot 1 of N. W. ¼	30	27 N.	14 E.	40	00
W. ½ of N. E. ¼	34	27 N.	14 E.	80	00
N. W. ¼	34	27 N.	14 E.	160	00
E. ½ of S. W. ¼	8	27 N.	15 E.	80	00
N. E. ¼ of S. W. ¼	10	27 N.	15 E.	40	00
S. ½ lots 1 & 2 of N. W. ¼	18	27 N.	15 E.	73	05
S. W. ¼	18	27 N.	15 E.	144	72
W. ½ of N. E. ¼	20	27 N.	15 E.	80	00
N. E. ¼ of N. E. ¼	20	27 N.	15 E.	40	00

Parts of section.	Section.	Towns.	Range.	Acres.	Hundredths.
W. ½ of S. W. ¼	20	27 N.	15 E.	80	00
E. ½	22	27 N.	15 E.	320	00
S. E. ¼ of S. W. ¼	22	27 N.	15 E.	40	00
S. E. ¼ of N. W. ¼	28	27 N.	15 E.	40	00
S. E. ¼ of N. E. ¼	32	27 N.	15 E.	40	00
Lots 1, 2, 5, & 6 of N. E. ¼	1	27 N.	13 E.	348	97
W. ½ lots 3 & 4 of N. E. ¼	1	27 N.	13 E.	80	00
Lots 1, 2, 5 & 6 of N. W. ¼	1	27 N.	13 E.	376	21
W. ½ lot 3 of N. W. ¼	1	27 N.	13 E.	40	00
E. ½ lot 4 of N. W. ¼	1	27 N.	13 E.	40	00
W. ½ of S. E. ¼	1	27 N.	13 E.	80	00
S. W. ¼	1	27 N.	13 E.	160	00
W. ½ of lot 6 of N. E. ¼	13	27 N.	13 E.	65	50
Lots 1 & 2 of N. W. ¼	3	27 N.	13 E.	160	00
E. ½ lot 3 of N. W. ¼	3	27 N.	13 E.	40	00
E. ½ lot 6 of N. W. ¼	3	27 N.	13 E.	69	28
S. W. ¼	3	27 N.	13 E.	160	00
N. E. ¼ of N. E ¼	11	27 N.	13 E.	40	00
S. E. ¼	15	27 N.	13 E.	160	00
N. E. ¼ of S. W. ¼	15	27 N.	13 E.	40	00
S. W. ¼ of S. W. ¼	15	27 N.	13 E.	40	00
100 N. W. ¼ of	27	27 N.	13 E.	160	00
N. ½ of S. W. ¼	27	27 N.	13 E.	80	00
N. E. ¼ of N. E. ¼	11	28 N.	13 E.	40	00
N. W. ¼ of S. E. ¼	11	28 N.	13 E.	40	00
S. W. ¼ of S. W. ¼	15	28 N.	13 E.	40	00
W. ½ of N. E. ¼	17	28 N.	13 E.	80	00
E. ½ of N. W. ¼	17	28 N.	13 E.	80	00
N. W. ¼ of N. W. ¼	17	28 N.	13 E.	40	00
S. E. ¼ of S. E. ¼	17	28 N.	13 E.	40	00
W. ½ of S. E. ¼	17	28 N.	13 E.	80	00
S. W. ¼ of N. W. ¼	21	28 N.	13 E.	40	00
S. E. ¼ of S. E. ¼	21	28 N.	13 E.	40	00
W. ½ of S. E. ¼	21	28 N.	13 E.	80	00
S. W. ¼	21	28 N.	13 E.	160	00
N. E. ¼ of N. E. ¼	29	28 N.	13 E.	40	00
S. ½ of N. W. ¼	29	28 N.	13 E.	80	00
S. ½ lot 2 of N. W. ¼	31	28 N.	13 E.	39	36
Lot 1 of S. W. ¼	31	28 N.	13 E.	80	00
N. ½ lot 2 of S. W. ¼	31	28 N.	13 E.	39	85
N. E. ¼ of N. W. ¼	35	28 N.	13 E.	40	00
Lot 1 of N. E. ¼	1	27 N.	14 E.	79	75
E. ½ of lots 2 & 3 of N. E. ¼	1	27 N.	14 E.	79	75
Lots 6 & 7 of N. W. ¼	1	27 N.	14 E.	126	61
Lots 1, 2 & 3 of N. E. ¼	3	27 N.	14 E.	241	20
W. ½ of lot 4 of N. E. ¼	3	27 N.	14 E.	40	20
W. ½ and S. E. ¼	3	27 N.	14 E.	853	41
W. ½ lots 1 & 2 N. E. ¼	5	27 N.	14 E.	80	05
Lots 3, 4, 5 & 6 of N. E. ¼	5	27 N.	14 E.	356	47
Lots 1, 2 & 3 of N. W. ¼	5	27 N.	14 E.	242	16
E. ½ lots 4 & 5 of N. W. ¼	5	27 N.	14 E.	81	22
S. ½	5	27 N.	14 E.	320	00
W. ½ of S. E. ¼	7	27 N.	14 E.	80	00
S. W. ¼	7	27 N.	14 E.	187	00
S. W. ¼ of N. W. ¼	9	27 N.	14 E.	40	00
N. W. ¼ of S. W. ¼	9	27 N.	14 E.	40	00
W. ½ of N. W. ¼	11	27 N.	14 E.	80	00
N. E. ¼	15	27 N.	14 E.	160	00
S. E. ¼ of N. W. ¼	17	27 N.	14 E.	40	00
S. ½	17	27 N.	14 E.	320	00
W ½ lot 2 of N. W. ¼	5	28 N.	14 E.	39	66
W. ½ of S. E. ¼	5	28 N.	14 E.	42	37
E. ½ of S. E. ¼	7	28 N.	14 E.	61	28
E. ½ of N. E. ¼	9	28 N.	14 E.	80	00
S. W. ¼ of N. E. ¼	9	28 N.	14 E.	40	00
S. E. ¼	9	28 N.	14 E.	160	00
E. ½ of S. W. ¼	9	28 N.	14 E.	80	00
S. W. ¼ of S. W. ¼	9	28 N.	14 E.	40	00
S. E. ¼ of N. W. ¼	15	28 N.	14 E.	40	00
W. ½ of N. W. ¼	15	28 N.	14 E.	80	00
E. ½ of S. W. ¼	15	28 N.	14 E.	80	00
N. W. ¼ of S. W. ¼	15	28 N.	14 E.	40	00
W. ½ of N. E. ¼	19	28 N.	14 E.	80	00
S. ½ lots 1 & 2 of N. W. ¼	19	28 N.	14 E.	80	44
N. W. ¼ of S. E. ¼	19	28 N.	14 E.	40	00
S. ½ lot 1 of S. W. ¼	19	28 N.	14 E.	40	00
101 N. ½ lot 2 of S. W. ¼	19	28 N.	14 E.	40	12
E. ½ of N. E. ¼	21	28 N.	14 E.	80	00
E. ½ of S. E. ¼	21	28 N.	14 E.	80	00
W. ½ and N. E. ¼	27	28 N.	14 E.	480	00

Parts of section.	Section.	Towns.	Range.	Acres.	Hundredths.
W. ½ of S. E. ¼	27	28 N.	14 E.	80	00
S. E. ¼ of S. W. ¼	29	28 N.	14 E.	40	00
All of	31	28 N.	14 E.	640	58
E. ½	33	28 N.	14 E.	320	00
E. ½ of N. W. ¼	33	28 N.	14 E.	80	00
W. ½ of N. E. ¼	35	28 N.	14 E.	80	00
W. ½ of N. W. ¼	35	28 N.	14 E.	80	00
Lots 1 & 7 of N. E. ¼	5	27 N.	15 E.	127	55
W. ½ lot 2 of N. E. ¼	5	27 N.	15 E.	40	00
Lot 7 of N. W. ¼	5	27 N.	15 E.	42	35
E. ½ lot 1 of N. W. ¼	5	27 N.	15 E.	39	36
W. ½ lots 4 & 5 of N. W. ¼	5	27 N.	15 E.	76	57
S. E. ¼	5	27 N.	15 E.	160	00
E. ½ of S. W. ¼	5	27 N.	15 E.	80	00
E. ½ of N. E. ¼	7	27 N.	15 E.	80	00
N. ½ lot 2 of N. W. ¼	7	27 N.	15 E.	34	37
S. W. ¼ of N. E. ¼	19	28 N.	15 E.	40	00
E. ½ of S. W. ¼	29	28 N.	15 E.	80	00
N. E. ¼	21	26 N.	14 E.	160	00
E. ½ of S. E. ¼	27	27 N.	14 E.	80	00
W. ½ and N. E. ¼	15	26 N.	14 E.	480	00
S. W. ¼ of S. E. ¼	5	26 N.	14 E.	40	00
N. ½ of S. W. ¼	9	26 N.	14 E.	80	00
S. E. ¼ of S. W. ¼	9	26 N.	14 E.	40	00

lying and being in the county of Scott, State of Missouri, and containing, according to the United States survey, fourteen thousand and three hundred and fourteen $\frac{73}{100}$ acres, reserving however the right of way to the said Railroad company, one hundred feet wide, where the track of said railroad has been or may laid over said land. To have and to hold to him, the said Hiram S. Hamilton, and his heirs and assigns, forever, to his and their own proper use and behoof. In witness whereof we have set our hands and seals this twenty-fifth day of November, 1859.

(Signed) JOHN MOORE. [SEAL.]
JOHN WILSON. [SEAL.]
A. G. WATERMAN. [SEAL.]

UNITED STATES OF AMERICA,
State of Illinois, County of Sangamon:

102 I, George Teasdale, a commissioner of deeds for the State of Missouri, residing in said county and State, duly appointed and *and* qualified to take acknowledgment of deeds, *or* do hereby certify that, on this day appeared John Moore, John Wilson, and Albert G. Waterman, trustees, personally known to the same whose names are subscribed to the foregoing instrument, and acknowledged that they have signed, sealed, and delivered the same as their free act and deed, for the uses and purposes therein mentioned.

In witness whereof I have hereunto set my hand and official seal this 25th day of November, in the year A. D. 1859.

[L. S.] G. R. TEASDALE,
Comr. for the State of Missouri, Springfield, Ills.

APRIL 4, 186 .

Received and recorded this foregoing deed and certificate.

A. S. HENDERSON,
Clerk & ex-officio Recorder,
By his deputy, JOHN HENDERSON.

STATE OF MISSOURI,
County of Scott, ss:

I, George W. Arnold, clerk of the circuit court and ex-officio recorder of deeds within and for the said county of Scott, do certify the above and foregoing instrument of writing to be a full, true, and correct copy of a certain instrument or deed of conveyance appearing now upon record in this office, in record-book No. 13, on pages 456, 457, 458, 459, and 460 of the records of deeds and land-titles of this county.

In testimony whereof I hereunto set my hand, with the official seal of said circuit court. Done at office, in Commerce, this April 5th, 1872.

GEORGE W. ARNOLD,
Clerk & ex-officio Recorder.

103 The validity of the execution of this deed is contested by the defendant.

3. A deed bearing date March 29, 1860, from H. S. Hamilton to Walter A. Stevens.

4. A deed, of date November 23d, 1860, from Walter A. Stevens to Blakely Wilson, the plaintiff.

The defendant, who is tenant in possession, claims that Thomas Allen, his landlord, has derived the title of the Cairo and Fulton Railroad Company of Missouri, by means of two statutory mortgages upon its property by the railroad company, and by the proceedings that were subsequently had for the foreclosure of said mortgages. The first of the two mortgages was created under the act of the general assembly entitled "An act to expedite the construction of the Cairo and Fulton Railroad Company of Missouri," passed December 11, 1855. The first section of the act made provision for the issuing of the bonds of the State and the delivery of them to the railroad company, to aid the company in the building of its road. The second section forbade the delivery of the State bonds to the company until the acceptance thereof should be signified to the secretary of state by a certificate of the company filed in the secretary's office. The third section provides that "Each certificate of acceptance so executed and filed as aforesaid shall be recorded in the said office of the secretary of state, and shall thereupon become and be, according to all intents and purposes, a mortgage of the road, and every part and section thereof, and its appurtenances, to the people of this State for securing the payment of the principal and interest of the sums of money for which such bonds shall from time to time be issued and accepted as aforesaid." State
104 bonds amounting to 250,000 dollars were delivered to the railroad company under this act. These bonds were delivered as follows: August 5th, 1857, $100,000; October 17th, 1858, $80,000; and December 1, 1858, $70,000. The second of the two mortgages arose under the act of the 3d of March, 1857, entitled "An act to amend an act to secure the completion of certain railroads in this State, and for other purposes," approved December 10, 1855. By the 20th section of the act there was "granted to the Cairo and Fulton Railroad Company an additional loan of four hundred thousand dollars;" by the 17th section it was provided that "All bonds issued under the provisions of this act shall constitute a first lien or mortgage upon the road and property of the several companies so receiving them, in the same manner as provided by the act approved February 22, 1851, to expedite the construction of the Pacific Railroad, and of the Hannibal and St. Joseph Railroad, and the act approved December 10, 1855, of which this is amendatory."

On the 19th of October, 1857, the board of directors adopted a resolu-

tion accepting the provisions of the act of 3d of March, 1857, as required by the 16th section of the act, and afterwards in due time filed a copy of it in the secretary's office, and thereupon the amount of bonds granted by the act were issued and delivered to the railroad company, and the company in due form filed in the secretary of state's office the certificates of acceptance required by the 4th section of the act of 22d February, 1851. The railroad company made default in the payment of the interest on these bonds, and remaining in default for a number of years, the general assembly passed the act of 19th of February, 1866, called the
105 "Sell-out law," (laws of adjourned session of 1866, p. 108,) by which provision was made for the foreclosure of mortgages and for the sale of the mortgaged property. Pursuant to the provisions of the act just cited, a sale of everything that belonged to the railroad company in foreclosure of these mortgages was made, at which the State became the purchaser, and the State thereupon resold to McKay, Reed, Floyd & Simmons, who afterwards sold and conveyed to Allen, the defendant's landlord. The concession was made by the plaintiff's counsel in the progress of the trial, that if the State's mortgages covered the property in dispute, the defendant's landlord had, by means of the proceedings shown in evidence, acquired a good title. As the defendant contests the validity of the deed of Moore, Wilson & Waterman, trustees, dated November 29, 1859, to H. S. Hamilton, the court finds from the evidence the following facts in reference to the deed of trust from the Cairo and Fulton Railroad Company, dated May 23d, 1857, to the said Moore, Wilson & Waterman, and the said deed, or what purports to be such, from the said trustees to the said Hamilton.

On the eighth day of March, 1858, the Cairo and Fulton Railroad Company, by its board of directors, passed the following resolution:

"Resolved, that the president prepare and execute in behalf of this company a proper deed of trust of four hundred thousand acres of its lands, together with its railroad, subject to the prior lien of the State of Missouri, in respect of said railroad, for the securing of its payment of its sixteen hundred bonds of one thousand dollars each, with their interest, as is provided in said bonds, bearing date May the 23d, A. D. 1857, and that in the delivery of said deed of trust to the trustees
106 named in said bonds, and its due execution, he shall cause the same to be recorded and its provisions carried into effect;

"And on the 28th day of August, A. D. 1858, the directory of the corporation passed the following resolution.

"Ordered that the president cause to be executed and delivered a deed of trust, executed in behalf of this company, dated May 23d, 1857, which shall include and comprise all the remaining lands of this company, heretofore or hereafter to be acquired, with provision therein for further securing the payment of the interest and principal of the sixteen hundred bonds of this company heretofore authorized to be issued."

The deed of the company by its president was, under the resolution aforesaid, made to John Moore and John Wilson, of the State of Illinois, and Albert G. Waterman, of the State of Pennsylvania, as trustees, the deed being dated 23d May, 1857, and recites that whereas the said parties of the first part, for the purpose of raising funds from time for the construction, furnishing, and completion of their railroad, as surveyed and established under and by virtue of the laws of the State of Missouri, propose to issue and deliver from time to time, as may be necessary, their bonds or obligations in the aggregate of one million six hundred thousand dollars and interest, for the better securing and more sure payment of the said bonds conveyed to

the said parties of the second part and the survivor, etc., of them, lands and real estate described and set forth in a schedule thereunto annexed, marked and numbered on pages one to fifty-two inclusive and made part and parcel thereof, being public lands, free from incumbrance and held by the said parties of the first part by absolute title in fee-simple under letters-patent from the United States of
107 America, and the State of Missouri, and lying along and contiguous to the railroad of said parties of the first part, to aid in the construction, completion, furnishing, and maintainance of their said railroad, amounting in quantity to 400,000 acres of land. And also all and singular the several pieces or parcels of land, being the roadway, stations, and depots of the railroad of the said parties of the first part, from the Mississippi River, at the mouth of the Ohio, to the southern boundary of the State of Missouri, being in length about seventy-seven and a half miles, and all and singular the station and depot buildings, engine-houses and other improvements and constructions therein, now made or hereinafter to be made, together with all and singular the emoluments, income and advantages, tenements, hereditaments, and appurtenances thereto belonging, or in anywise appertaining, and the r'version and reversions, etc., etc., to have and to hold, etc., subject, however, with respect to said railroad, and every part and section thereof and its appurtenances to a prior, first, and only present lien in the nature of a mortgage in favor of the State of Missouri, made to secure and indemnify said State against the payment of such bonds or obligations as said State may from time to time issue and deliver to the said parties of the first part to aid in the construction of said road, under and by virtue of the provisions of two several acts of the general assembly of said State of Missouri, entitled and approved as follows: "An act to expedite the construction of the Cairo and Fulton Railroad of Missouri," passed December 11th, A. D. 1855, and also, "An
108 act to amend an act to secure the completion of certain railroads in this State, and for other purposes," approved December 10th, 1855, approved March 3d, 1857. The amount of said bonds or obligations so to be executed and delivered by said State, and to secure the payment of which by the said parties of the first part the said lien or mortgage is created in favor of said State, not to exceed the sum of six hundred and fifty thousand dollars, with the interest thereon at the rate of six per cent. per annum, as by reference to said several acts above recited will more fully appear; it being specially declared and provided that nothing herein contained shall have effect or operate as a lien upon said railroad, nor any part nor section thereof, nor its appurtenances, prior to or in derogation of, or in anyway interfering with, the lien of the said State under the law above recited, but that the same shall remain subject in all respects to the full operation of said acts, according to their true intent and meaning, as if this indenture had not been executed. On the payment of the bonds the trust was thereby to end and determine. The deed contains the further stipulations and provisions: First. The actual possession, use, management, and control of the said railroad, with appurtenances, to remain with the parties of the first part so long as the conditions of the said bonds shall remain without default or forfeiture. Second. That from and after the due execution and delivery of this instrument, the said lands shall be deemed and taken to be in the legal possession and control of the said parties of the second part, as in case of absolute title in fee-simple, with full covenants of seizure and warranty, subject only to such occupancy and right of way and the right
109 to take timber and other materials from any part or parcel

thereof as may be necessary in the construction, maintainance, and operation of the railroad of the said parties of the first part, and the branches and connections thereto. The said parties of the first part shall, with as little delay as practicable, furnish to the parties of the second part maps, plats, schedules, and lists of the lands granted, etc., and a list of their valuations, for their information, it being provided that such valuations shall not be less in the aggregate than two millions of dollars, being an average price of five dollars per acre. Third. That the parties of the second part, having first been provided with proper maps, schedules, etc., as aforesaid, and fixed therein lists of valuation or selling-prices, shall and will grant, bargain, sell, and convey to all persons, bodies politic or corporate applying for the purchase of any of the lands and premises above mentioned, making and tendering payment therefor. Such sales may be for cash or bonds of the said parties of the first part, part and parcel of the same bonds hereinbefore referred to, or partly for each, upon such credits and at such rates of interest as the said party of the second part may determine. Fourth. The purposes of this trust being to secure to the holders thereof the payment of the sixteen hundred bonds aforesaid, with the interest thereon, it is hereby provided and declared that each and every tract of land comprised in the schedule hereto annexed and herein conveyed now is and shall remain subject to the liabilities and uses of this trust until released and discharged as hereinafter provided, that is to say, on the execution of any deed to which any purchaser may become entitled, the said parties of the second
110 part may require from such purchaser bonds of the said parties of the first part to the full amount of the purchase price of the lands sold; or if all or any portion of said amount shall have been or shall then be paid in money, it shall be the duty of the said parties of the second part to purchase therewith sufficient bonds to bring to their own account of each tract sold, bonds in amounts equal to the purchase-money thereof, so that in no case shall any tract of land be conveyed by deed of the said parties of the second part without the surrender and consequent discharge of such bonds to the full amount of the purchase-money aforesaid, etc. Section five provided for the cancellation and discharge of bonds and interest-warrants thereon, received in payment for lands, so that the sale of lands and the cancellation of bonds should proceed pari passu, and the conveyances to operate as an acquittance of the particular tract or tracts so conveyed, and to vest in the purchaser an absolute and indefeasible title in fee-simple. It is further provided in said deed that the monies coming to the hands of the trustees shall, after payment of the expenses attending the trust, be applied to the payment of taxes, to the payment of any arrears upon interest-warrants, and to the redemption of the principal of the bonds; and also if default be made in the payment of the bonds it would be lawful for the trustees to sell the lands remaining undisposed of at public sale, in the manner pointed out in the deed, and to take possession of the railroad and its appurtenances intended to be included in said deed, and occupy, control, and operate the same, and take and receive the income thereof; but such possession and control should not be deemed or held to contravene any right of the State of Missouri by virtue of the sev-
111 eral acts therein referred to. No lien or right of sale was thereby created or intended to be created in behalf of the trustees, nor of the holders of bonds, nor any creditors of the corporation with respect to said railroad, nor any matter or thing pertaining or belonging thereto, which should interfere with, take precedence of, or disturb in any way the right of the State of Missouri, as created and defined in the

several acts of the general assembly thereof, thereinbefore referred to, the provisions of which acts had been duly accepted by the said parties of the first part as binding irrevocably upon the said company, and as fixing upon said railroad a first prior and undisturbed lien in favor of said State of Missouri.

This trust-deed, which was duly executed by M. Brayman, the president of the company, the Cairo and Fulton Railroad Company of Missouri, attested by the seal of the corporation, with the signature of G. R. Teasdale, secretary of the company, and also by the trustees, John Moore, John Wilson, and A. G. Waterman. This deed was acknowledged by Mr. Brayman before George W. Lowry, clerk of the circuit court of the United States for the southern district of Illinois. The execution of the deed was acknowledged by Mr. Wilson and Mr. Moore, two of the trustees, in the city of Springfield, before Mr. Lowry, on the 7th day of May, A. D. 1858, and by the remaining trustee, A. G. Waterman, on the fourteenth day of May, 1858, in the city of Philadelphia, before Benjamin Patton, clerk of the circuit court of the United States for the eastern district of Pennsylvania.

Following the schedule of lands making part of the deed is the following language: "The above-mentioned deed of trust was, immediately after its acknowledgment and delivery, duly recorded in
112 the several counties of the State of Missouri in which the land conveyed by it was situated." On the 25th day of November, 1859, the said trustees, by deed, upon its face duly executed and acknowledged, conveyed a large body of these trust-lands to Hiram S. Hamilton, including the lands in controversy. The facts in respect to the deed of 25th day of November, 1859, to Hamilton, are as follows: Waterman, one of the trustees, resided in Philadelphia; Wilson's residence was in Chicago, but much of his time he was in Washington; Moore lived about 60 miles from Springfield, Illinois, where the principal office of the Cairo and Fulton Railroad Company was located, and where the president of the company, Mason Brayman, resided. To enable the president promptly to discharge the duties of his position, and to convey the lands of the company as fast as they were sold and paid for, Wilson and Waterman, two of the trustees of said company, addressed the following to their co-trustee, John Moore, to wit:

"TRUSTEES' OFFICE,
"CAIRO AND FULTON RAILROAD COMPANY OF MISSOURI.

"Hon. JOHN MOORE, *Trustee, etc.*,

"DEAR SIR: For convenience in executing deeds of lands held by us (with yourself) in trust, etc., for the above-named company, we sign such deeds in blank, with the understanding that they shall remain in the custody of the president of our board of trustees, subject to your order, and that on your being satisfied that the terms of the deed of trust are complied with, with respect to the cancellation of bonds, such deeds may be executed and delivered by you, and the officer taking acknowledgment thereof is authorized to certify as to us of the same
113 date upon all deeds so signed by us, and signed and shown him by you.

"JOHN WILSON,
"A. G. WATERMAN,
"*Trustees.*

"SPRINGFIELD, ILLINOIS, *July* 20, 1858."

Deeds for lands of the Cairo and Fulton Railroad Company were signed and sealed by Wilson, and also by Mr. Waterman, and placed in the hands of the president, Mason Brayman, to be completed by Gov. Moore when bonds sufficient to cover the price of the lands embraced by any such deed should be placed by Mr. Brayman in the hands of Gov. Moore for cancellation. The object of the trustees signing the deeds in this manner was to enable John Moore to complete them under the authority above given by filling the blanks acknowledging *my* signature and delivering them to the vendees. The aforesaid deed to Hamilton was made under the following circumstances: Brayman, Sexton, Teasdale, and McCrellis alone were present in Springfield, Illinois; neither of the trustees was present, nor was Hamilton. Sexton was a director and superintendent of the company and brother-in-law to Hamilton. One of the printed blanks signed by the trustees was taken and, by Teasdale, secretary of the company, filled in with the date, name of grantee, amount of consideration, and description of lands purporting to be conveyed thereby. When thus filled up said Teasdale, who was a commissioner of deeds for Missouri, residing at Springfield, certified that Moore, Wilson, and Waterman appeared before him on that day, Nov. 25, 1857, and severally acknowledged the instrument. But this certificate was false, and neither of said trustees appeared before that officer or acknowledged the instrument. When thus certified the in-
114 strument was delivered by Teasdale to Sexton. No money was paid or bonds passed or delivered as the consideration for this deed. But in point of fact down to January, 1861, bonds had been cancelled by the trustees, or Moore acting for them, in the aggregate equaling the amount of all the sales of lands by the trustees, including the alleged sale to Hamilton. The present plaintiff had no notice of the foregoing facts relating to the manner of the execution of the said deed of Nov. 25, 1859, to Hamilton.

Upon the foregoing facts the court finds, as a conclusion of law, that the defendant is entitled to judgment; and the plaintiff then and there duly excepted.

Upon said finding, rendered judgment in favor of the said defendants, and to which judgment of the court so rendering judgment in favor of the defendant the plaintiff then and there duly excepted, and prays the court to sign and seal this, his bill of exceptions in the case, and which is done this 23d day of September, A. D. 1873.

JOHN F. DILLON, [SEAL.]
Presiding Judge.

In the above-entitled case it is hereby stipulated and agreed by and between the attorneys of the respective parties, that any and all of the acts of the general assembly of the State of Missouri, mentioned in the aforegoing bill of exceptions, and any acts referred to in said acts, and any other acts of the said general assembly, may be read on the hear-
ing of the case in the supreme court from the printed volumes
115 of the acts of the general assembly of the State, published and appearing to be published by authority of the said State, the same as if fully and particularly set forth in said bill of exceptions.

H. A. CLOVER,
Atty. for Plff.
DRYDEN AND DRYDEN,
Attys for Defts.

And afterwards, in vacation of said circuit court, the plaintiff in error filed the following bond of appeal on March 2, 1874:

Bond.

Know all men by these presents that we, Lamason Levering and Henry A. Clover, are held and firmly bound unto Peter Boyce in the full and just sum of five hundred dollars, to be paid to the said Peter Boyce, his heirs, executors, administrators, or assigns, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents, sealed with our seals and dated this 28th day of February, in the year of our Lord one thousand eight hundred and seventy-four.

Whereas, lately, at the September term A. D. 1873, of the circuit court of the United States for the eastern district of Missouri, in a suit depending in said court between Blakeley Wilson, plaintiff, and Peter Boyce, defendant, judgment was rendered against the said Blakeley Wilson, defendant, and the said Blakeley Wilson having obtained a writ of error of said court to reverse the judgment in the aforesaid suit, and a citation directed to the said Peter Boyce citing and admon-
116 ishing him to be and appear at a supreme court of the United States to be holden at Washington the second Monday of October next:

Now, the condition of the above obligation is such that if the said Blakeley Wilson shall prosecute said writ to effect and answer all damages and costs if he fail to make good his plea, then the above obligation to be void; else to remain in full force and virtue.

HENRY A. CLOVER. [SEAL.]
L. LEVERING. [SEAL.]

Sealed and delivered in presence of—
Approved by—

SAMUEL TREAT.

117 UNITED STATES OF AMERICA, *ss*:

[SEAL.] The President of the United States to the honorable the judges of the circuit court of the United States for the eastern district of Missouri, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said circuit court, before you, at the September term, 1873, thereof, between Blakeley Wilson, plaintiff, and Peter Boyce, defendant, a manifest error hath happened, to the great damage of the said Blakeley Wilson, as by his complaint appears: We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, D. C., on the second Monday of October next, in the said Supreme Court to be then and there held, that, the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein, to correct that error, what of right and according to the laws and customs of the United States should be done.

Witness the honorable Morrison R. Waite, Chief-Justice of the Supreme Court of the United States, this eighteenth day of February, in the year of our Lord one thousand eight hundred and seventy-four.

Issued at office, in the city of St. Louis, with the seal of the circuit court of the United States for the eastern district of Missouri, dated as aforesaid.

AUSTIN DRAKE,
Clerk C. C. U. S. Eastern Dist. Mo.,
By H. C. GEISBERG.
Deputy.

Allowed by—

SAMUEL TREAT, *Judge.*

118 UNITED STATES OF AMERICA,
Eastern District of Missouri, sct:

In obedience to the within writ of error, I herewith transmit to the Supreme Court of the United States a duly-certified transcript of the record and proceedings in the within-entitled case, together with all things concerning the same.

Witness my hand, at office, in the city of St. Louis, in said district, this ninth day of April, A. D. 1874.

AUSTIN DRAKE,
Clerk U. S. Cir. Court, E. Dist. Mo.,
By H. C. GEISBERG,
Deputy.

(Indorsed:) 94. (O. S.) United States circuit court, eastern district of Missouri. Blakeley Wilson vs. Peter Boyce. Writ of error to the circuit court of the United States for the eastern district of Missouri. Returned and filed , 187 . clerk.

119 The United States of America to Peter Boyce, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States to be holden at Washington, D. C., on the second Monday of October next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the eastern district of Missouri, wherein Blakeley Wilson is plaintiff in error, and you are defendant in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error, as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable Samuel Treat, one of the judges of the circuit court of the United States for the eastern district of Missouri, this eighteenth day of February, in the year of our Lord one thousand eight hundred and seventy-four.

SAMUEL TREAT,
One of the Judges United States Circuit Court,
Eastern District of Missouri.

120 We hereby admit due service of the within citation this 17th day of April, 1874.

DRYDEN & DRYDEN,
Attys. of Record for Peter Boyce, Deft.

(Indorsed:) 94. (O. S.) United States circuit court, eastern district of Missouri. Blakeley Wilson vs. Peter Boyce. Citation. Filed , 187 . , clerk.

121 UNITED STATES OF AMERICA,
Circuit Court for the Eastern District of Missouri, ss:

I, Austin Drake, clerk of the circuit court of the United States in and for the eastern district of Missouri, do hereby certify the writing hereto annexed to be a transcript of the record and proceedings in case of Blakeley Wilson against Peter Boyce (ejectment) as fully as the same remain on file and of record in said case in my office.

In witness whereof I hereunto subscribe my name and affix the seal of said court, at office, in the city of St. Louis, in said district, this ninth day of April, in the year of our Lord eighteen hundred and seventy-four.

[SEAL.]

AUSTIN DRAKE, *Clerk*,
By H. C. GEISBERG, *Deputy*.

(Indorsed:) United States circuit court, eastern district of Misssouri. Blakeley Wilson against Peter Boyce. Duly-certified transcript of the record and proceedings in the above-entitled cause.

(Indorsement on cover:) No. 178. Blakeley Wilson, plaintiff in error, vs. Peter Boyce. E. Missouri, C. C. U. S. Filed 15th May, 1874.

Supreme Court of the United States.

No. 178.

BLAKELEY WILSON,

Plaintiff in Error,

vs.

PETER BOYCE.

In Error to the Circuit Court of the United States for the Eastern District of Missouri.

BRIEF

On Part of Plaintiff in Error.

Supreme Court of the United States.

No. 178.

BLAKELEY WILSON,

Plaintiff in Error,

vs.

PETER BOYCE.

In Error to the Circuit Court of the United States for the Eastern District of Missouri.

BRIEF

On Part of Plaintiff in Error.

Wm. Davison, Printer, 19 Montgomery st., Jersey City.

Supreme Court of the United States.

No. 178.

Blakeley Wilson,
Plaintiff in Error,

vs.

Peter Boyce,
Defendant in Error.

Writ of Error to the Circuit Court of the United States for the Eastern District of Missouri.

This is an action of ejectment brought by Blakeley Wilson, a citizen of the State of New Jersey, against Peter Boyce, to recover the possession of lands situated in the county of Scott, and State of Missouri, being a part of eleven thousand eight hundred and ninety-six acres and sixteen-hundredths of an acre, purchased by Wilson, on the 23d of November, 1860, from Walter A. Stevens, and for which he paid $11,896.16.

Record, p. 47, fol. 78.

Wilson derived his title from the Cairo and Fulton Railroad Company, through a deed made on the 23d of May, 1857, to trustees, who took title to 405,000 acres of land, to be disposed of for the purpose of raising funds to be applied to the construction of that road.

Record, page, 8, fol. 13.

The defendant Boyce, claimed title as tenant, under Thomas Allen. The State of Missouri loaned her bonds to the Cairo and Fulton Railroad Company, reserving liens by statute. These liens are thus stated in the finding of the Court:

"The first of the two mortgages was created under the act of the general assembly, entitled 'An act to expedite the construction of the Cairo & Fulton Railroad of Missouri,' passed December 11, 1855. The first section of the act made provision for the issuing of the bonds of the State and the delivery of them to the railroad company, to aid the company in the building of its road. The second section forbade the delivery of the State bonds to the company until the acceptance thereof should be signified to the secretary of state by a certificate of the company filed in the secretary's office. The third section provides that 'Each certificate of acceptance so executed and filed as aforesaid shall be recorded in the said office of the secretary of state, and shall thereupon become and be, according to all intents and purposes, *a mortgage of the road, and every part and section thereof, and its appurtenances*, to the people of this State for securing the payment of the principal and interest of the sums of money for which such bonds shall from time to time be issued and accepted as aforesaid.' State bonds amounting to 250,000 dollars were delivered to the railroad company under this act. These bonds were delivered as follows: August 5th, 1857, $100,000; October 17th, 1857, $80,000; and December 1, 1858, $70,000. The second of the two mortgages arose under the act of the 3d of March, 1857, entitled 'An act to amend an act to secure the completion of certain railroads in this State, and for other purposes,' approved December 10th, 1855. By the 20th section of the act there was 'granted to the Cairo and Fulton Railroad Company an additional loan of four hundred thousand dollars;' by the 17th section it was provided that 'All bonds issued under the provisions of this act shall constitute a first lien or mortgage upon the road and property of the several companies so receiving them, in the same manner as provided by the act approved February 22d, 1851, to expedite the construction of the Pacific Railroad, and of the Hannibal and St. Joseph Railroad, and the acts approved December 10, 1855, of which this is amendatory.'"

After the Cairo and Fulton Railroad Company had failed to pay what was due to the State, the State claimed that the statutory lien in her favor, covered not only the road,

and the property used in connection with its operation, but also lands, which had been granted by the Congress of the United States, to aid in the construction of railroads, and which had been transferred by the State of Missour to the said Railroad Company.

These lands were conveyed by the company to trustees to be sold, to raise money to construct the road, and through these trustees, Wilson, the plaintiff, derived his title. Under an act of the Legislature of Missouri, of the 19th of February, 1866, the State sold out the railroad, and also, the land not used in connection with its operations, and the State became the purchaser. There were no judicial proceedings, no foreclosure of any mortgage or decree of foreclosure. The sale was made under the power of the statute. After the State had become the purchaser of these lands under her own statute, she sold them to McKay, Reed, Floyd and Simmons, who afterwards conveyed them to Thomas Allen, the landlord of the defendant.

Record, p. 61, fol. 105.

The main question in the cause is, did the lien of the State override the title which passed under the deed from the said Railroad Company to the trustees. The trustees took title from the Railroad Company, for the purpose of selling the lands, that money might be raised to aid in the construction of the railroad.

There was another question presented. The trustees in the trust deed made by the company were John Moore and John Wilson, of the State of Illinois, and Albert J. Waterman, of the State of Pennsylvania.

Record, p. 8, fol. 13.

Deeds for lands were signed and sealed by Wilson and Waterman, trustees, and placed in the hands of Mason Brayman, the president of the company, and were completed in their execution by Moore, the remaining trustee, when the price fixed upon for the specific lands to be conveyed should be paid; Moore filling in the description of the lands in the deeds.

The deeds were regular on their face and apparently duly acknowledged and were recorded.

Blakeley Wilson, the plaintiff, was a bona fide purchaser and had no notice by the records of conveyances or otherwise of the alleged irregularities in the execution of the deeds by the trustees.

Record, p. 65, fol. 113 and 114.

The alleged statutory lien of the State did not appear by registration or record in any county in Missouri where mortgages and deeds are recorded. The following is a statement of the title to these lands:

These lands belonged to the United States. On the 9th of February, 1853, Congress passed "An act granting the right of way and making a grant of land to the States of Arkansas and Missouri, to aid in the construction of a railroad from a point on the Mississippi opposite the mouth of the Ohio River via Little Rock, to the Texas boundary, near Fulton, in Arkansas, with branches to Fort Smith and the Mississippi River."

10 St., at large, p. 155.
Poor's Manual of Railroads, 1871–72, p. 414.

The first section of the act of Congress granted the right of way of one hundred feet to the States of Arkansas and Missouri. By the second section of this act, lands were granted to said States, in alternate sections for the purpose of making the railroad and branches. It was provided by the said act: "That the lands hereby granted shall be applied in the construction of said road, and shall be disposed of only as the work progresses, and shall be applied to no other purpose whatsoever." It was also provided, "That the said lands hereby granted to the said States, shall be subject to the disposal of the legislatures thereof for the purposes aforesaid and no other."

This act of Congress made two distinct grants—one of the right of way—the other of alternate sections of land to be applied in the construction of the road.

An act of the Legislature of the State of Missouri was

approved February 20, 1855, entitled "An act to confirm the incorporation of the Cairo and Fulton Railroad Company of Missouri, and to apply to the construction of the same the grant of land made to the State of Missouri by the Congress of the United States, and to accept said grant of land."

Session Laws of Missouri, 1st Session, begun 25 December, 1854, p. 314.

By this act the articles of association of the corporation were confirmed. The lands granted to the State by the Act of Congress of February 9, 1853, it was declared, "shall vest in full and complete title in the Cairo and Fulton Railroad Company, for the uses and purposes, and subject to the condition, reversion and provisions set forth and contained in said Act of Congress and this act."

The company were authorized "to locate said railroad, and to locate the lands granted by the said act of Congress, by such agent as may be appointed by the Governor of this State for that purpose, subject to the approval in the said act specified."

See Laws 1855, pages 315, 316—Sections 5, 6, a part of 7, and a part of 8, and a part of 9, as follows:

"§ 5. For the purpose of raising funds from time to time for the construction of the said railroad, the said company may sell the said lands, in the manner provided for by the said act of congress, and may issue their bonds in such sums as they may deem proper, at rates of interest not exceeding seven per cent. per annum, payable semi-annually, and the principal of said bonds payable at such time and place as they may designate; and may secure the payment of said bonds by mortgage of said lands, or any part thereof, to be executed by said company, and may make the said bonds convertible into land or stock of the company within such periods as they may prescribe; provided, that the faith of the state is in no manner pledged for the redemption of said bonds, or any part thereof; and provided further, that nothing in this act contained shall be construed to authorize said company to sell, dispose of, or apply the said lands, or the proceeds thereof, in any other manner, or to any other pur-

pose, than as required and limited by the said act of congress.

"§ 6. The said company shall, within one year after the said Cairo and Fulton Railroad shall have been located, cause to be made a map and profile thereof, and file the same in the office of the secretary of state, and also maps of the parts thereof, located in the different counties, and cause the same to be recorded in the office for recording deeds in the counties respectively, in which said parts of said road may be located.

"§ 7. Each and every person who, on the tenth day of June, one thousand eight hundred and fifty-four, was the owner of any improvement made previous to that date, on any land embraced in the grant aforesaid, and who became such owner with a view to a residence on, or occupation of such land for agricultural purposes, shall have the right to purchase at not exceeding two dollars and fifty cents per acre, subject to the reversion in said act provided for; and provided further, that the right of way upon and across any lot of land sold under the provisions of this section not exceeding two hundred feet in width, shall be reserved and retained for the passage of the road, as the same may be located and constructed; but no sale or conveyance of any lot of land under the provisions of this section shall affect the rights or equities of two or more parties claiming the same, as between each other.

"§ 8. In case any of the lands located or selected under the act of congress aforesaid, shall remain unsold at the expiration of ten years after the completion of said road, the same shall be offered at public sale annually, until the whole is disposed of, except such lots as may be deemed necessary by said company *for practical purposes* in sustaining and operating their said railroad.

"§ 9. The said Cairo and Fulton railroad shall be exempt from taxation until the same shall be completed, opened and in operation; and shall declare a dividend when the road-bed, buildings, machinery, engines, cars and other property *of such completed road* at the actual cash value thereof shall be subject to taxation."

The title in those lands was thus vested in the company.

The State of Missouri did not in form perfect in herself the title to these lands, and then grant them to the company.

The State enabled the company to take the title to the land, and by the 3d and 4th sections of this act directed the company to locate them according to the act of Congress.

By the 9th section, the word *property* has a reference to a completed railroad, and not to the outside sections and parts of sections of land contemplated to be sold.

The statute defined the meaning of the word *property*.

It is contended by the plaintiff, that the Legislature used the word *property* as being such property as appertained to a completed road, without any land grants covering property intended to be sold, to raise money to construct a railroad.

On the 11 December, 1855, the State of Missouri passed "An Act to expedite the construction of the Cairo and Fulton Railroad of Missouri."

This is the first act by which the State gave its aid to The Cairo and Fulton Rail Company, by the issue of bonds, and took security therefor.

The first section of the act indicated that the company had raised money by subscriptions and other sources, "not creating or entitled to any lien on such *road*, and that said amount of money had been in good faith applied to surveying, locating, constructing and equipping of such *road*."

The second section provided that the company should give to the State certificates of acceptance of the State bonds.

"Sec. 3. Each certificate of acceptance so executed and filed as aforesaid, shall be recorded in the office of the Secretary of State, and shall thereupon become and be according to all intents and purposes a mortgage *of the road, and every part and section thereof, and its appurtenances*, to the people of this State, for securing the payment of the principal and interest of the sums of money for which such bonds shall from time to time be issued and accepted as aforesaid."

We contend that this mortgage to the State did not cover

the outside lands granted by the State of Missouri by the act of February 20, 1855.

The words "the road and every part and section *thereof. and its appurtenances,*" it is insisted, could not in any technical or ordinary sense cover 405,000 acres of land.

The 9th section of the act of 11 December, 1855, provides that the net tolls and income of the road shall be applied to the payment of the interest on the State bonds.

"Sec. 10. No part of the bonds so authorized shall be issued to the said company until full and satisfactory evidence shall be given to the Governor, and (be) approved by the Attorney-General, that *no prior lien or incumberance has been created* or exists *on the said road or its appurtenances,* except such lien as may have been created under this act."

It is provided by the 11th section, that in case of default in payment of principal or interest, "it shall be lawful for the Governor to sell the road and its appurtenances by auction," &c., "or to buy in the same at such sale, for the use and benefit of the State, subject to such disposition in respect *to such road* or its proceeds as the Legislature may thereafter direct." It is insisted that the whole scope of this act clearly shows that the Legislature contemplated that lands not necessary for the operation of the road should be sold by the company, and that the State lien should apply only to *the railroad and the property useful and convenient for its operation.*

Bonds were delivered under the act of 11 December, 1855, viz. :

August 5, 1857	$100,000
October 17, 1857	80,000
December 1, 1858	70,000
	$250,000

The act of the 10th December, 1855 : ("An Act to secure the completion of certain Railroads in this State.)

(Laws of Missouri Session began 5 Nov. 1855, p. 492)—refers to the loaning the credit of the State to the Pacific Railroad, and the South West Branch thereof—the Hanni-

bal and St. Joseph Railroad—the Northern Missouri Railroad, and the Iron Mountain Branch of the Pacific Railroad, now transferred to the St. Louis and Iron Mountain Railroad.

A loan of $7,000,000, exclusive of former loans, was granted to these companies. This act, taken in all its parts, and also its reference to the act of 22 February, 1851, confines the State lien to the railroads and the property used in their operation, and does not extend the mortgage of the State over the lands granted by Congress to be sold. Reference is made to sections 2, 4, 16, 17, 18, 20.

"Sec. 2. The loan of the State's credit under this act shall be and it is hereby declared to be upon the condition of a first lien or mortgage as contained and reserved in the act of February 22, 1851, hereinbefore recited, and the same shall in all respects be held to be an extension of the loan of the State credit, under the said mortgage provisions, securing the State in this as in the former loan, upon the same equal and unrestricted basis as to each and every bond of the State so issued under said acts or either of them."

The Act of the 3d of March, 1857, is entitled "An Act to amend an act to secure the completion of certain railroads in this State, and for other purposes, approved December 10, 1855, approved March 3, 1857." This act refers to several railroads. Sections 17 and 20 are in these terms:

"§ 17. All bonds issued under the provisions of this act, shall constitute a first lien or mortgage *upon the road and property* of the several companies so receiving them, in the same manner as provided by the act approved February 22, 1851, to expedite the construction of the Pacific Railroad, and of the Hannibal and St. Joseph Railroad, and the act approved December 10th, 1855, of which this is amendatory."

"§ 20. There is hereby granted to The Cairo and Fulton Railroad Company, an additional loan of Four hundred thousand dollars, to be drawn and expended as follows: whenever evidence is presented, verified by the affidavit of the president and two directors of said company, that fifty

thousand dollars has been expended from the private means of the company not creating a lien on the road, then the governor shall issue bonds to the amount of one hundred thousand dollars to the company, but no interest, discount or commission shall be calculated as a part of the amount."

We refer then to the act of February 22, 1851, Session commencing 30 December, 1850, p. 265: "An act to expedite the construction of The Pacific Railroad, and of The Hannibal and St. Joseph Railroad."

This act provides for loaning the credit of the State by State bonds, for which the companies should give certificates of acceptance.

"§ 4. Each certificate of acceptance so executed and filed as aforesaid, shall be recorded in the said office of the Secretary of State, and shall thereupon become and be to all intents and purposes, a *mortgage of the road of the company, executing and filing their acceptance as aforesaid, and every part and section thereof, and its appurtenances* to the people of this State, for securing the payment of the principal and interest of the sums of money for which such bonds shall from time to time be issued and accepted as aforesaid."

Under the act of March 3, 1857, bonds to the amount of $400,000 were issued by the State to The Cairo and Fulton Railroad Company.

The act of March 3, 1857, in creating the liens, used the words *road* and *property* of the several companies. It has been contended by the other side, that it thereby enlarged the lien defined in the act of February 22, 1851, and in the act of 11th December, 1855, so as to make the State mortgage cover the outside sections of land. Against this construction the Plaintiff in Error contends.

The Cairo and Fulton Railroad Company by the trust deed of the 23d of May, 1857 (Record, pp. 8 and 9), construed the State lien as confined to the railroad and property incident to its operation.

The trustees of the railroad conveyed to Hamilton on the 25th of November, 1859; Hamilton conveyed to Stevens on the 29th of March, 1860; and on the 23d of No-

vember, 1860, Stevens conveyed to Blakeley Wilson, the plaintiff in ejectment.

Record, pages 43 and 47.

Bonds were cancelled by the trustees equivalent to the amount of the lands sold, including those conveyed to the plaintiff. The plaintiff was a bona fide purchaser for value, without notice.

Record, page 65, fol. 114.

The plaintiff remained in possession until after the lands were sold out by the State under the act of 19th February, 1866.

I.

A construction of the acts of the Legislature of Missouri, which would extend the lien of the State over the lands not in any way connected with the operation of the railroad, so as to divest the title of Blakeley Wilson, a bona fide purchaser for value, is against the purpose and design of the grants made by Congress to the State of Missouri, and also against the clear intention of the Legislature of Missouri, in transferring the lands to The Cairo and Fulton Railroad Company.

The object of all this legislation was to create, what are commonly called land grant railroads.

The plan was to create railroads, with grants of alternate sections of lands, which could be sold, with the purpose of increasing the population of the State, and affording access to wild lands, that settlers might go there; and also to enable the railroad company by the sale of lands to raise the necessary funds to construct the road.

Such plans have frequently been developed by the legislation of Congress, and also by those Western States where large tracts of public lands have been situated, which have been granted for railroads and other highways.

The Illinois Central Railroad was in this way constructed. Congress on the 20th September, 1850, granted the right of way for this road to the State of Illinois, and alternate sections of land, which lands were granted "for the purpose of aiding in making the railroad and branches;" and it was among other things provided, "that they shall be applied to no other purpose whatever." The extent of the land grant to that road was about 2,595,000 acres. Of this amount 2,000,000 of acres were set apart for construction, 250,000 acres to pay interest on bonds, and 345,000 were left free from incumbrance.

9 Stat. at Large, p. 466.
Poor's Manual of Railroads for 1871–72, p. 306.
Congressional Land Grants for Railroads.
Poor's Manual, &c., 1871–72, p. 413.

Two important grants of this character were made to the State of Missouri.

The first, approved June 10, 1852. 10 Stat. at Large, p. 8.

The second, February 9, 1853. 10 Stat. at Large, p. 155.

The act of June 10, 1852, "An act granting the right of way to the State of Missouri, and a portion of the public lands to aid in the construction of certain railroads in said State."

Under the last act and legislation by the State of Missouri, The Hannibal and St. Joseph Railroad, and The Pacific and South-Western Branch Railroad were constructed.

The first section grants the right of way to the State of Missouri for the construction of railroads, and has this proviso, "That in locating the railroads aforesaid, and assigning the limits to their easements, no more land shall be taken from the United States than is necessary for a convenient construction and use of said roads as public high-

ways for transportation, including stations, with the usual buildings of all kinds, turnouts, *and such other appurtenances* as are usually enjoyed by railroad companies, &c."

Here the words, "*and such other appurtenances,*" are clearly meant to designate the property used for railroad purposes.

The second section of the act grants alternate sections of land, and declares "That the land hereby granted shall be exclusively applied in the construction of that road for which it was granted and selected, and shall be disposed of only as the work progresses, and the same shall be applied to no other purpose whatsoever."

"§ 5. And be it enacted, That the lands hereby granted to said State shall be disposed of by said State only in manner following, that is to say, that a quantity of land not exceeding one hundred and twenty sections on each road, and included within a continuous length of twenty miles of said road, may be sold, and when the Governor of said State shall certify to the Secretary of the Interior that said twenty miles of said road is completed, then another like quantity of land hereby granted may be sold, and so from time to time, until said road is completed; and if said road be not completed within ten years, no further sales shall be made, and the land unsold shall revert to the United States."

It is clear from the whole of this act, that it was contemplated that the lands granted should be sold, and the proceeds of such sales should be applied to the construction of the railroads. The State took the title to those lands to create great public highways, and to develop and improve a wilderness. The State in taking these titles, exercised a great public trust, and it was not contemplated that she would create a mortgage on these lands in her own favor.

If the State of Missouri did take a mortgage, as against the grantees of the railroad company, such mortgage is not to be enlarged by construction, to cover the lands conveyed by the railroad company to raise the money to build the road.

In this connection, to show the meaning of the word *appurtenances*, attention is called to the following act: "An act granting to the State of Michigan the right of way, and a donation of public land for the construction of a ship canal around the Falls of St. Marys in said State," approved Aug. 26, 1852. 10 Stat. at Large, p. 35.

The first section granted a right of way to the State of four hundred feet in width, "to be used by said State, or under the authority thereof, for the construction and convenience of such canal, and the *appurtenances thereto.*"

It is obvious what is meant by the word appurtenances—and that the sections of land granted to aid in the construction of the canal were not intended. The second section granted the lands.

"An act granting the right of way, and making a grant of land to the States of Arkansas and Missouri, to aid in the construction of a railroad from a point on the Mississippi opposite the mouth of the Ohio river, via Little Rock, to the Texas boundary, near Fulton in Arkansas, with branches to Fort Smith and the Mississippi river," approved Feb. 9, 1853. 10 Stat. at Large, p. 155.

Under this act The Cairo and Fulton, The Memphis and Little Rock, The Little Rock and Fort Smith Railroads were built.

Manual of Railroads by H. V. Poor, 1871–72, p. 414.

The first section grants the right of way not to exceed four hundred feet wide. The second section grants the lands to the States of Arkansas and Missouri "for the purpose of aiding in making the railroad and branches aforesaid;" and provides "That the lands hereby granted shall be applied in the construction of said road, and shall be disposed of only as the work progresses, and shall be applied to no other purpose whatsoever."

This proviso was carried into effect by the trust deed executed by The Cairo and Fulton Railroad Company, and under which Blakeley Wilson, the plaintiff in ejectment, acquired title.

Record, p. 8.

Every act of Congress by which tracts of land were granted for more than the right of way, makes provision that the lands granted shall be applied to the construction of the railroad, and no other purpose.

Most of the acts provide in a particular manner for the sale of the lands as the work progresses; and all of them provide in some way to that effect.

The purpose of Congress was, that the railroad companies should take the title to the lands, and should dispose of them to aid in the construction of their roads. The grants were made to the States, and not to the companies, out of deference to the State Governments, and because the Legislatures of the States would create the railroad corporations.

There is not a line in any act of Congress on this subject, which indicated that it was in contemplation that the States would create liens by their own acts in their favor which would divest the title of the lands granted.

Reference is made to the following acts of Congress, which on examination will show that the construction we contend for is the proper one:

"An act to grant a quantity of land to the State of Illinois for the purpose of aiding in opening a canal to connect the waters of the Illinois River with those of Lake Michigan." March 2, 1827. 4th Stat. at Large, p. 234.

Sections of land were granted.

"An act to grant a certain quantity of land to the State of Indiana for the purpose of aiding said State in opening a canal to connect the waters of the Wabash River with those of Lake Erie." March 2, 1827. 4 Stat. at Large, p. 236.

"An act to grant a certain quantity of land to the State of Ohio for the purpose of making a road from Columbus to Sandusky." March 3, 1827. 4 St. at L., p. 242.

See also, 4 Stat. at Large, p. 290.

"An act to aid the State of Ohio in extending the Miami Canal."

4 Stat. at Large, p. 305.

"The said land hereby granted to the State of Ohio to be subject to the disposal of the Legislature of the State for the purpose aforesaid and no other."

"An act amending, &c., the act to aid the State of Ohio in extending the Miami Canal, &c." April 2, 1830.

4 Stat. at Large, 393.

"That it shall be lawful for the Legislature of said State to appropriate the proceeds of the lands so granted, either in extending the said Miami Canal, from Dayton to Lake Erie, or in the construction of a railroad from the termination of the said canal at Dayton towards the said lake."

See 4 St. at Large, 416.

See 4 St. at Large, 662.

See 5th Stat. at Large, p. 731.

See 9th Statutes at Large, p. 83.

The principal land grants which were made by Congress to States to aid in the construction of railroads, were made after the year 1850, and the acts by which they were granted vary but little in their general character.

They can be found in the Volumes of the Statutes at Large, as follows:

Volume 11, pages 9, 15, 17, 21, 30 and 195.
Volume 12, pages 624 and 772.
Volume 13, pages 64, 66, 72, 95.

The last act (Volume 13, page 95) was passed after the State of Iowa had incorporated railroad companies; and the act authorized a change of location, and also granted a right of way and alternate sections of land.

By the 5th section on page 98, the "Mississippi and Missouri Railroad Company shall have the right to tranfer and assign all or any part of the grant hereby made to said company to any other company," &c.

Volume 13, pages 119, 356, 364, 365, 520, 526.
Volume 14, pages 236, 240.

See Volume 14, p. 240, sec. 3, descriptive of the appurtenances of a railroad. "Said right of way is granted to said railroad to the extent of one hundred feet in width on each side of said railroad where it may pass over the public lands, including all necessary grounds for stations, buildings, workshops, depots, machine shops, switches, side-tracks, turntables, water stations, or any other structures required in the construction and operating of said road."

Alternate sections were also granted.

Volume 15, p. 252.

Volume 16, p. 94, see sec. 5, which gives power to make deeds of trust or mortgages to raise the money to make the road, &c.

The acts of the Legislature of Missouri relative to The Cairo and Fulton Railroad Company, clearly show that it was not the intention to create State liens which should extend over the alternate sections of land, granted to that company. The intention was to grant the alternate sections to the company that the company might, with the proceeds of the sales of the land, construct the road. There being a road in existence, the State lien would operate on that; the trust deed of the railroad company and the State lien would not conflict.

Examine the act of the 20th of February, 1855, of the Legislature of Missouri: "An act to confirm the incorporation of The Cairo and Fulton Railroad Company of Missouri, and to apply to the construction of the same the

grant of land made to the State of Missouri by the Congress of the United States, and to accept the said grant of land."

Laws of Missouri, Session begun 25th Dec., 1854, p. 314.

§ 3. The lands "with all the rights and privileges thereunto belonging, as is in such act granted, shall vest in full and complete title in The Cairo and Fulton Railroad Company, for the uses and purposes, and subject to the condition, reversion and provisions set forth and contained in the act of Congress and of this act."

§ 5. For the purpose of raising funds from time to time for the construction of the said railroad, the said company may sell the said lands in the manner provided for by the said act of Congress, and may issue their bonds in such sums as they may deem proper, at rates of interest not exceeding seven per cent. per annum, payable semi-annually, and the principal of said bonds payable at such time and place as they may designate, and may secure the payment of said bonds by mortgage of said lands or any part thereof, to be executed by said company, and may make the said bonds convertible into land or stock of the company, within such periods as they may prescribe, "provided that the faith of the State is in no manner pledged for the redemption of said bonds or any part thereof."

The 7th section provided for a pre-emptive right as to these lands, in favor of the citizens of Missouri who occupied the same; and by the 8th section the railroad company were commanded to sell the unsold lands at auction after the lapse of ten years.

The act of December 11, 1855, Laws of Missouri, Session commencing 5th November, 1855, p. 469, relates to *The Cairo and Fulton Railroad Company*. Its title is "An act to expedite the construction of The Cairo and Fulton Railroad of Missouri."

The 1st section provides that the State bonds "shall be equal to the amount so proved by such companies as aforesaid to have been expended from the stock and *other re-*

sources of said company not creating or entitled to *any lien on such road.*" The other resources were the lands, and the lien referred to was on the *road.*

The 3d section creates a lien on the road. "Each certificate of acceptance so executed and filed as aforesaid, shall be recorded in the said office of the Secretary of State, and shall thereupon become and be, according to all intents and purposes, *a mortgage of the road and every part and section thereof, and its appurtenances, to the people of this State, for securing* the payment of the principal and interest of the sums of money for which such bonds shall from time to time be issued and accepted, as aforesaid."

There is not one word in this act which prevents, by any lien of the State or in any other manner, The Cairo and Fulton Railroad Company from selling and mortgaging its lands, which were granted to it, to raise funds to construct the road. On the contrary, the act of the 20th February, 1855, and this act of 11th December, 1855, construed together, enable the company to sell its outside lands free from liens and put the money in the construction of the road, and at the same time receive aid from the State and thereby create a lien on the road alone. Such a construction would carry out the policy of Congressional and State legislation. The lands could be sold and settlements made, the road could thereby be constructed, and the State would have its lien on the highway and its appurtenances.

Under this act State bonds were delivered to the company amounting to $250,000. Record, p. 51, fol. 86.

The act of the 10th of December, 1855, (Laws of Missouri, Session commencing 5th Nov., 1855, p. 468,) relates to The Pacific Railroad and the southwest branch thereof, The Hannibal and St. Joseph Railroad, The North Missouri Railroad, and The Iron Mountain branch of The Pacific Railroad, now transferred to The St. Louis and Iron Mountain Railroad. It was passed one day before the said "act to expedite the construction of The Cairo and Fulton Railroad of Missouri;" and no allusion whatever is made therein to The Cairo and Fulton Railroad.

The preamble to the act of Dec. 10, 1855, recites that the "State holds a statutory mortgage upon each *road* which is a prior lien thereon."

"§ 2. The loan of the State credit under this act shall be and is hereby declared to be upon the condition of a first lien or mortgage as contained *or reserved in the act of February* 22, 1851, *hereinbefore recited*, and the same shall, in all respects, be held to be an extension of the loan of the State credit, under the said mortgage provisions, securing the State in this as in the former loan, upon the same equal and unrestricted basis as to each and every bond of the State so issued under said acts or either of them."

The following are the 18th and 20th sections :

§ 18. That after The Hannibal and St. Joseph Railroad shall be completed, equipped and in operation, said road shall be required to pay into the Treasury of the State the surplus proceeds of all land sales, or such other securities as may be provided by the company in a deed of trust or otherwise, in a place to be adopted by said company, to raise funds to complete the road, to be applied by the treasurer to the retiring of the bonds of the State, issued and loaned to said company under this or former acts.

§ 20. The Pacific Railroad is hereby authorized to mortgage the southwest branch of its railroad, and to include in said mortgage all the lands granted by the Congress of the United States to the State of Missouri, by act of Congress, approved June 10th, 1852, and by the State of Missouri granted to the said Pacific Railroad for the construction of the said southwest branch, by an act approved December 25th, 1852, to secure the payment of bonds authorized to be issued by the said Pacific Railroad, to an amount not exceeding ten million dollars, which mortgage shall be a lien, as well on the said lands and on the said southwest branch railroad, as the same may be at the date of such mortgage, as on all additions, improvements, constructions, erections and appurtenances, added to the same at any time after the date of the said mortgage.

Now examine the act of March 3, 1857, Laws of Missouri, commencing 29th December, 1856, p. 85 : "An act to amend an act to secure the completion of certain railroads

in this State, and for other purposes, approved December 10, 1855; approved March 3, 1857."

This act relates to the southwest branch of The Pacific Railroad, The Pacific Railroad Company, The St. Louis and Iron Mountain Railroad Company, and The Platt County Railroad.

By the 10th sec. the credits loaned to The St. Louis and Iron Mountain Railroad, were based on the conditions that its own money had been expended "not creating a lien *on the road*, and not the proceeds of State bonds."

§ 17. All bonds issued under the provisions of this act shall constitute a first lien or mortgage *upon the road and property of* the several companies so receiving them, in the same manner as provided by the act approved February 22, 1851, to expedite the construction of The Pacific Railroad and of The Hannibal and St. Joseph Railroad, and the act approved December 10, 1855, of which this is amendatory.

"§ 20. There is hereby granted to The Cairo and Fulton Railroad Company an additional loan of four hundred thousand dollars, to be drawn and expended as follows: Whenever evidence is presented, verified by the affidavit of the president and two directors of said company, that fifty thousand dollars has been expended from the private means of the company, not creating a lien on the road, then the Governor shall issue bonds to the amount of one hundred thousand dollars to the company, but no interest, discount or commission shall be calculated as a part of the amount expended, so as to entitle the company to said bonds."

An act to expedite the construction of The Pacific Railroad and The Hannibal and St. Joseph Railroad, approved February 22, 1851.

Laws of 1851, p. 265.

§ 4. Each certificate of acceptance so executed and filed as aforesaid, shall be recorded in the said office of the Secretary of State, and shall thereupon become and be to all intents and purposes a mortgage of *the road* of the company executing and filing their acceptance as aforesaid, and every part and section thereof, and its appurtenances,

to the people of this State, for securing the payment of the principal and interest of the sums of money for which such bonds shall from time to time be issued and accepted, as aforesaid.

§ 11. In case the said companies, or either of them, to which bonds shall as aforesaid be isssued, shall make default, &c., "And it shall be lawful for the Governor to sell their road and its appurtenances by auction," * * * "or to buy in the same at such sale for the use and benefit of the State, subject to such disposition in respect to such road or its proceeds as the Legislature may thereafter direct."

The words: "A first *lien* or mortgage upon the *road and property* of the several companies so receiving them in the *same manner* as provided by the act approved February 22, 1851, to expedite the construction of The Pacific Railroad, and of The Hannibal and St. Joseph Railroad, and the act approved December 10, 1855, of which this is amendatory, as contained in the act of March 3, 1857," do not amount to an enlargement of the mortgage, so as to extend the same over the alternate sections of land. The act of the 22d Feb., 1851, prescribes a *manner* thus: "A mortgage of *the road of the company executing and filing their acceptance* as aforesaid, *and every part and* section thereof and its appurtenances," &c. The act of the 10th December, 1855, says: "Upon the condition of a first lien or mortgage as contained or reserved in the act of February 22, 1851."

Two words are joined—*Road and Property.*

A road is property. The road and property as defined by the statute, mean "the road of the company," "and every part and section thereof and its appurtenances."

"In manner and form as he has in his declaration in that behalf alleged," are words used in pleading to traverse a fact and the manner of its statement.

Laws of New Jersey, 1868, 552.

"And with power to procure the right of way for such branch railroad, either by purchase or by appraisement of commissioners in the *manner* prescribed in and by the

original charter or act of incorporation of The New Jersey Railroad and Transportation Company."

Potter's Dwarris on Statutes, &c., 290.

"Likewise" and "in like manner," so couple a clause or section by reference to a former clause or section as to carry on the sense and extend its operation."

Potter's Dwarris, 291. "An act of parliament, which is the highest *manner* of conveyance that can be," &c.

This was a loan of State credit for a public use—a public highway; the construction should be in favor of private right.

The first loan of State credit was made under the act of 11th December, 1855, when the word "*property*" was not used. The acceptance of $250,000 was under that act.

The second loan was made under the act of March 3, 1857, without any expression by the Legislature that two different kinds of liens were intended to be created; and then when we turn to the act of 22d of Feb., 1851, we find the intention to be clear, that the liens should be on the same property, the "*road and every part and section thereof and its appurtenances.*"

The equitable rule would be, that the lien should be on the road and its appendages, being the property to the construction of which the fund was applied.

Canal Company vs. Gordon, 6 Wall., 561.

Building liens, by statute, are made to cover houses and curtilages—the curtilages being necessary to the enjoyment of the houses. The alternate sections of land extended twelve miles from the road, and were not in law, in fact, or by any legislative intention, a part of the road.

The first land grant for the State of Missouri was made by Congress, June 10, 1852. The State loan authorized by the act of February 22, 1851, could not cover anything but the road and the property useful for its operation. The policy of the State of Missouri in lending its bonds to railroads and taking mortgages, in the beginning of these enterprises, was based on liens on the railroads and the property incident to the working of the road.

The Pacific Railroad was incorporated by the Legislature of Missouri on the 12th of March, 1849, and could hold "a strip of land not exceeding one hundred feet wide, and may also hold sufficient land for the construction of depots, warehouses and water stations." Such property could be acquired by purchase or condemnation.

Laws of Missouri, Session begun 25th December, 1848, p. 220.

The Hannibal and St. Joseph Railroad was incorporated 16th Feb., 1847.

II.

The word "appurtenances" could not pass the alternate sections of land; nor could the word "property," as used. Five thousand acres of land, which did not include any part of the right of way, side tracks, stations and repair shops, did not pass under the word appurtenances; nor under the word property; such was not the intention of the Legislature.

Land cannot pass as appurtenant to land.

2 Hilliard on Real Property, p. 514, sec. 41.
Leonard vs. White, 7 Mass., 8.
Bryan vs. Whitehead, Croke Charles, 17.
Grant vs. Chase, 17 Mass., 447.
Harris vs. Elliott, 10 Peters, 54.

Congress has put a construction on the word appurtenances.

10 Stat. at Large, p. 8, sec. 1.
10 Stat. at Large, p. 35, sec. 1.

Fremoult vs. Dedire, 1 Peere Williams, 429. To make lands subject to an equitable lien, the land must be described or identified. "A covenant to settle lands without mentioning any lands in certain, this no specific lien."

Seymour vs. Canandaigua and Niagara Falls R. R. Co., 25 Barb., 286.

Foreclosure of a Mortgage, p. 287. Property Mortgaged. "The said railroad constructed, and to be constructed, together with all and singular the railways, rails, bridges, fences, privileges, rights and real estate now owned by the said company, or which shall hereafter be owned by them, and all the tolls, income, issues and profits to be had from the same, and all the franchises of the said company, and all lands used and occupied, or which may hereafter be used and occupied for railways, depots or stations, with all buildings erected, or which may hereafter be erected, thereon."

The controversy was between the mortgagee and judgment creditors, p. 312. Court—"But lands acquired by the railroad company, and not thus used or employed for railroad purposes, would not come within the description of the mortgage."

It is in proof that some of the lands purchased in Batavia have never been used for railroad purposes.

In respect to all such lands, outside of the legal limits of their railroad track and branches, and excepting land used for shops, depots, stations, turnouts for wood or water, or other legitimate purposes, the lien of the defendant's judgment must prevail." State Commissioners of Mansfield.

3 Zabriskie's N. J. R., 511. The distinction between lands which are used for the purposes of the franchise and other lands, stated.

Dinsmore vs. Racine and Mississippi R. R. Co., 12 Wisconsin, 649. Two hundred and eighty-five acres of wood land not covered by a railroad mortgage.

Shamokin Valley R. R. Co. vs. Livermore, 47 Penn., 465.

There are many cases where after acquired property has been made subject to railroad mortgages, but the principle is, that the property so made subject, is necessary or useful

for the operation of the road. It depends on this doctrine, that a railroad is an entire thing; and the general design of the mortgage contract makes it necessary, that *such* after acquired property should become subject to the lien of the mortgage.

III.

The contemporaneous construction of the State lien by The Cairo and Fulton Railroad Company, and what was thereby intended by the deed to trustees of the 23d of May, 1857, is entitled to great consideration.

It is clear that the trust deed conveyed 405,000 acres to secure the payment of $1,600,000 bonds, subject only to the prior lien of the State on the railroad, and every part and section thereof and its appurtenances.

This construction was open and notorious. Bonds were sold and purchased, and the railroad policy of the State was carried out under that construction for five years. This construction though not in itself conclusive, is entitled to weight.

Record, page 9, fol. 15 and 16.

The lands were conveyed "as in case of absolute title in fee simple, with full covenants of seizin and warranty, subject only to such occupancy and right of way, &c."

As to the contemporaneous construction of deeds:

Atty. General vs. Parker, 3 Atkins, 576.
King vs. Bellinger, 4 Term Rep., 819.
Stuart vs. Laird, 1 Cranch., 309
Doe d. Pearson vs. Ries, 8 Bing., 181.
Loring vs. Gurney, 5 Pickering, 15.
Bridgeport Bank vs. Dyer, 19 Conn., 139.
Contemporana Expositio est optima et fortissima in Lege,
Broom's Legal Maxims, 654.

IV.

The case of Whitehead vs. Vineyard, 50 Missouri, p. 30, decided in 1872, cannot control, because by the construction put on the acts creating the State lien, and the "Sell Out Law" of February 19, 1866, the obligation of a contract was impaired. An estate which had been vested was defeated. The trust deed was a contract under which the title to lands became vested, and if that contract was impaired by the Legislation of the State of Missouri, and the construction put on such legislation by the State Court, then the power of the Supreme Court of the United States to determine the questions cannot be disputed.

The contention that the act of March 3, 1857, in which the word *property* was used, was a legislative construction of the State lien created by the act of December 11, 1855, is unsound, for the reason, that a distinct loan of State credit was made under the act of December 11, 1855 of $250,000. Legislative construction of a prior act cannot divest a vested estate. Bonds were issued by the company. These bonds could be used to pay for lands. That was a part of the plan. They were so used.

Record, p. 65, fol. 114.

Under the act of December 11, 1855, the holder of those bonds, could with them, purchase lands, by a good title free from encumbrance.

Under the doctrine of legislative construction, the value of these bonds was destroyed by subsequent legislation. Legislative construction of a prior law, which would divest an estate or impair the value of property, is unconstitutional.

Terrett vs. Taylor, 9 Cranch., 43.
Wabash, &c. Company vs. Beers, 2 Black, 448.

The subject matter involved is not the general laws of the State affecting land titles, but the construction of State

Statutes on one particular matter, and affecting a particular class of lands.

The question involved is the construction of a contract between a State and a corporation, and does not belong to "a class of cases where the State Courts have established by repeated decisions a rule of property in regard to land titles peculiar to the State."

Yates vs. Milwaukie, 10 Wall., 506.

State Statutes which affect the property and people of a State as a whole, and which have been construed by State Courts, so that the law has become settled, will undoubtedly receive the same construction in the Supreme Court of the United States, but such is not the case now before the court.

Constructions which have "become a fixed rule of landed property in a State," will control in this court.

Waring vs. Jackson, 1 Peters, 571.

The Statute of descents; of limitations; in relation to the entries of land; and the conveyance of lands, when construed by the State Courts, must necessarily be binding in this court, because they amount to general rules affecting all the people of a State.

Gelpcke vs. the City of Dubuque, 1 Wall., 176–206. "We shall never immolate truth, justice and the law, because a State has erected the alter and decreed the sacrifice."

Hawthorne vs. Calef, 2 Wall., 10.
McGee vs. Mathis, 4 Wall., 143.
Chicago vs. Sheldon, 9 Wall., 55.

"A contract having been entered into between the parties valid at the time by the laws of the State, it is not competent, even for its Legislature, to pass an act impairing its obligation, much less could any decision of its courts have that effect."

Barings vs. Dabney, 19 Wall., 1, 10.
Curran vs. State of Arkansas, 15 How., 305–319.

V.

As to the deed in blank.

This deed was not void. The parties to the deed were not subject to any disability.

Drury vs. Foster, 2 Wall., 33. That was the case of a feme covert. She must execute and acknowledge a deed strictly according to the statute.

Mr. Justice Nelson, page 33: "We agree if she was competent to convey her real estate by signing and acknowledging the deed in blank, and delivering the same to an agent, with an express or implied authority to fill up the blank, and perfect the conveyance, that its validity could not well be controverted. Although it was at one time doubted whether a parol authority was adequate to authorize an alteration or addition to a sealed instrument, the better opinion, at this day, is that the power is sufficient."

See cases cited p. 26, 27, 28, &c.
Inhabitants of South Berwick vs. Huntress, 53 Maine, 89.
Wooley vs. Constant, 4 John., 54.
Ex parte Kerwin, 8 Cowen, 118.
Bank of Buffalo vs. Kortwright, 22 Wend., 348, 365.
Chauncey vs. Arnold, 24 N. Y., 330.
Wiley vs. Moor, 17 Serg. & R., 438.
Broadman vs. Gore, 1 Stew. Alt., 517.
Richmond Manu. Co. vs. Davis, 7 Blackf., 412.
Redfield on Railways, 48, § 35.
Speake vs. U. S., 9 Cranch. 28.
2 Brock., 64–72.
Duncan vs. Hodges, 4 McCord, 239.

The principle on which the lands were to be sold, was fixed by the trust deed. The lands had a price put on them, and after the scheme was arranged, the execution and delivery of the deeds was a mere matter of detail. It is a different case from that of an individual grantor, who was an absolute owner of the land.

VI.

If the construction that we contend for be right, and the State lien did not extend over the alternate sections of land, but was confined to the railroad and its appurtenances, then the defendant in ejectment has no foothold to enable him to dispute the formality of the conveyances under the trust deed.

This question cannot be raised against a bona fide purchaser, who had no notice that the deed was delivered in blank, and who found the conveyances all regular under the registry acts.

The case finds the title of the plaintiff and also the title of the defendant. The fact that Boyce was treated as a party in possession, cannot give him any title. The title of Allen is derived under the "*Sell Out*" act of Missouri. The question is, who has the just title?

The defendant's case is weak for another reason. The proceedings by the State to sell out for non-payment of lien, has by the Supreme Court of Missouri been likened to a re-entry by landlord for condition broken.

The State of Missouri vs. McKay, Allen and others, 43 Missouri, 595.

J. W. Sudder.
of Counsel, with
Plaintiff in Error.

Supreme Court of United States.

No. 178.

BLAKELY WILSON, *Plaintiff*,

vs.

PETER BOYCE, *Defendant*.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES, FOR THE EASTERN DISTRICT OF MISSOURI.

H. A. CLOVER,

Attorney for Plaintiff in Error.

Supreme Court of United States.

No. 178.

BLAKELY WILSON, *Plaintiff*,

vs.

PETER BOYCE, *Defendant*.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES, FOR THE EASTERN DISTRICT OF MISSOURI.

STATEMENT OF THE CASE.

This is an action of ejectment to recover the possession of lands in Scott county, Missouri.

The plaintiff claims title under the Cairo & Fulton Railroad Company, to which corporation the lands in controversy were granted by the State.

The defendant, Peter Boyce, claims under his landlord Thomas Allen, who vouches title to the land by purchase, as hereafter set forth, of the same Cairo & Fulton Railroad.

The defendant Lafayette McCrillis stands upon his naked possession, asserting an outstanding title as against the plaintiff Blakely Wilson, and also perhaps a pretended deed from the Cairo & Fulton Railroad Company.

The case is that the lands in controversy were granted by the United States to the State of Missouri, by virtue of the act entitled "An Act granting the right of way, and making

a grant of land to the States of Arkansas and Missouri, to aid in the construction of a railroad from a point on the Mississippi opposite the mouth of the Ohio, via Little Rock, to the Texas boundary near Fulton, in Arkansas, with branches to Fort Smith and the Mississippi river," approved February 9th, 1853.—Compilation of the Railroad Laws, p. 5.

The State of Missouri granted the lands under and by virtue of an act of the General Assembly of the State, entitled "An Act to confirm the incorporation of the Cairo & Fulton Railroad Company of Missonri, and to apply to the construction of the same the grants of lands made to the State of Missouri by the Congress of the United States, and to accept said grant of land," approved February 20th, 1855.—Compilation of Railroad Laws, p. 55.

It is admitted of record that under this act of the Congress of the United States, and the act of the General Assembly of the State of Missouri, the title to the lands in controversy became vested in full and complete title in the corporation the Cairo and Fulton Railroad Company. That at the time and previous to commencement of the suit, the defendant was in possession of the tract of land described in the declaration. That the value of the monthly rents and profits of the land sued for was One Dollar, and the parcel and tract of land sued for was of the value of $2,500.

With reference to the act of the General Assembly of the State referred to, it is not material to speak of any of the provisions thereof, except to state that the fifth section of the act provides "that for the purpose of raising funds from time to time for the construction of the said railroad, the said Company may sell the said lands, in the manner provided by the said act of Congress, and may issue their bonds in such sums as they may deem proper, at rates of interest not exceeding seven per cent. per annum, payable semi-annually, and the principal of said bonds payable at such time and place as they may designate, and may secure the pay-

ment of said bonds by mortgage of said lands or any part thereof, to be executed by said Company, and may make the said bonds convertible into land or stock of the Company within such periods as they may prescribe. Provided, that the faith of the State is in no manner pledged for the redemption of said bonds or any part thereof.

The General Assembly of the State of Missouri, by an act which became a law on the 11th day of December, 1855, (Railroad Laws, p. 119, *et seq.*); and being entitled "An act to expedite the construction of the Cairo & Fulton Railroad of Missouri," enacted *inter alia* as follows:

Section *One*. As often as the Cairo & Fulton Railroad Company shall produce to the Governor of this State proof satisfactory to him of the total amount of money derived by such Company from the payment of *bona fide* stock subscriptions, or from other sources (other than State bonds) not creating or entitled to any lien on such road, and that said amount of money has been in good faith applied to surveying, locating, constructing and equiping of such road, it shall be the duty of the Governor to cause to be issued and delivered to such Company bonds of the State, in such form of bond as required by the former acts granting the State credit, bearing interest at a rate not exceeding six per cent. per annum, to an amount that together with the total amount of State bonds previously issued to said Company, under this or any former law, shall be equal to the amount so proved by such Companies as aforesaid, to have been expended from the stock and other resources of said Company not creating or entitled to any lien on such road. *Provided*, That the total amount of bonds issued or to be issued to said Company by the State under this law shall not exceed the sum of two hundred and fifty thousand dollars. *And provided*, That no part of said bonds shall be delivered to said Company until at least two hundred and fifty thousand dollars has been subscribed in good faith to the capital stock of said Company, and satisfactory proof made thereof

to the Governor. *Provided*, That none of said bonds, nor any part of the proceeds thereof, shall ever be appropriated to the payment of any debts already created by said Company, nor to any other purpose whatever than to the further prosecution of the work; and any disposition made of the same by said Company, or any of its agents, contrary to the provisions of this section, shall be null and void. *Provided further*, That nothing herein contained shall work a forfeiture of any *bona fide* sale of said bonds, made to convert the same into available means.

The second section of the law provides that no part of the said bonds shall be delivered to the said Companies or either of them until the acceptance thereof shall be signified to the Secretary of State, by filing in his office a certificate of such acceptance under the corporation seal of the Company thus accepting, and the signature of their President.

The third section provides that each certificate of acceptance so executed and filed as aforesaid, shall be recorded in the said office of the Secretary of State, and shall thereupon become and be according to all intents and purposes A MORTGAGE OF THE ROAD AND EVERY PART AND SECTION THEREOF AND ITS APPURTENANCES to the people of this State, for securing the payment of the principal and interest of the sums of money for which such bonds shall from time to time be issued and accepted as aforesaid.

The tenth section of the act provides that no part of the bonds so authorized as aforesaid shall be issued until full and satisfactory evidence shall be given to the Governor, and be approved by the Attorney General, that no prior lien or incumbrance has been created or exists ON THE SAID ROAD OR ITS APPURTENANCES except such lien as may have been created under this act.

And section eleven: In case the said Company shall make default in the payment of either interest or principal of said bonds or any part thereof, no more bonds shall thereafter be issued to said Company, and it shall be lawful for the Gov-

ernor to sell THE ROAD AND ITS APPURTENANCES by auction to the highest bidder, etc.

The facts are, as admitted and proven on the trial, that under this act bonds were from time to time delivered to the Company, acceptance thereof being signified to the Secretary of State by the filing in his office certificates of such acceptances under the corporate seal of the company, with the signature of the President of the Company, as required by the third section of the act above set forth, and to the full amount of two hundred and fifty thousand dollars as provided by the act, and which thereby created a statutory mortgage to that amount in favor of the State, of the road and every part and section thereof and its appurtenances. It may be added here that the State pledged its faith and credit by this act for the payment of the interest and redemption of the principal of said bonds so given to said Company to expedite the construction of its road.

Under the act of 11th of December, 1855, the Cairo & Fulton Railroad Company received the aid of the State credit to the full amount thereby authorized, namely, to the amount of two hundred and fifty thousand dollars, at the following times and in the following amounts:

Acceptance August 5, 1857, - -	$100,000
Acceptance October 17, 1857, - -	80,000
Acceptance December 1, 1858, - -	70,000

and the bonds so received constituted, to all intents and purposes, a mortgage of the road and every part and section thereof and its appurtenances to the people of the State, for securing the payment of the principal and interest of the sums of money for which said bonds were issued.

The foregoing mentioned act of the General Assembly, was the first act which granted the aid of the State to the Cairo and Fulton Railroad Company.

The State, however, had previously embarked in other such enterprises, and had granted its aid to other railroad corporations within its border.

By an act entitled "An Act to amend an Act to secure the completion of certain railroads in this State, and for other purposes," approved December 10, 1855, approved March 3, 1857, further State aid to the amount of four hundred thousand dollars was granted to the Cairo & Fulton Railroad Company (Railroad Laws, pp. 89 *et seq.*,) and the twentieth section of this last recited act provides as follows: "There is hereby granted to the Cairo & Fulton Railroad Company an additional loan of four hundred thousand dollars, to be drawn and expended as follows; Whenever evidence is presented, verified by affidavit of the President and two directors of said Company, that fifty thousand dollars have been expended from the private means of the Company, *not creating a lien on the road*, then the Governor shall issue bonds to the amount of one hundred thousand dollars to the Company, but no interest, discounts or commissions shall be calculated as part of the amount expended, so as to entitle the Company to said bonds."

The seventeenth section of the act provided: "All bonds issued under the provisions of this act shall constitute a first lien or mortgage UPON THE ROAD AND PROPERTY of the several Companies so receiving them, in the same manner as provided by the act approved February 22, 1851, "to expedite the construction of the Pacific Railroad and of the Hannibal & St. Joseph Railroad," and the act approved December 10, 1855, of which this is amendatory.

As this section provides that the bonds so issued should constitute a first lien or mortgage upon the road and property of the several Companies receiving them, *in the same manner* as provided by the acts of February 22, 1851, and December 10, 1855, it becomes necessary to refer to these acts to ascertain in what manner the bonds received should

constitute a first lien or mortgage upon the road and property of the Companies.

The act of February 22, 1851, (Compilation of Railroad Laws, pp. 60 *et seq.*,) provided for a loan of State bonds to the amount of two millions of dollars to the Pacific Railroad Company, and of one million and a half of dollars to the Hannibal & St. Joseph Railroad Company.

These loans were, as appears from the act, based upon the principle of loans by the State of its bonds in the amounts of fifty thousand dollars, from time to time, and as often as satisfactory evidence was produced to the Governor that like amounts of the private means of the Companies had been expended in the surveys, location and construction of their railroads, and in the case of the Pacific Railroad Company, no part of the said bonds were to be issued until at least one million and a half of dollars had been subscribed in good faith to the capital stock of the Company, and in the case of the Hannibal & St. Joseph Railroad five hundred thousand dollars or its equivalent had been so subscribed.

The fourth section of this act provided that the certificates of acceptance of the bonds as required by the act, should be recorded in the office of the Secretary of State, and should thereupon become and be, according to all intents and purposes, a mortgage of the road of the Company executing and filing their acceptance as aforesaid, *and every part and section thereof and its appurtenances*, to the people of this State for securing the payments of the principal and interest of the sums of money for which such bonds shall from time to time be issued and accepted as aforesaid.

The act further provides, by section nine, that the Companies shall provide for the punctual redemption of the bonds, and the tolls and income accruing from the roads when any portion thereof was constructed was pledged for the interest on the bonds. By section *ten*, no part of the bonds were to be issued until upon satisfactory evidence that

no prior lien or incumbrance had been created or existed *on the road* except such lien as might be created by the act; and the eleventh and final section provided that in default in the payment by the Companies of either interest or principal of the bonds, that it should be lawful for the Governor to sell the road and its appurtenances by auction, etc.

The act of December 10, 1855, (Railroad Laws, pp. 73 *et seq.*,) and which act is entitled "An Act to secure the completion of certain railroads in this State," has a lengthy preamble reciting the passage by the General Assembly of certain acts loaning the credit of the State to certain railroads, and that the amount so loaned, together with private subscriptions, is sufficient to complete the same, and that the State holds a statutory mortgage *upon each road*, which is a prior lien thereon; that it is deemed important to the interest of the State that the roads named should be completed, and that it appears that the State's prior lien is an impediment to the credit of the Companies in raising further large sums necessary to complete the roads, while the present loans with all the private stock as aforesaid *bound under* the State's prior lien will not amount to one-half the amount necessary to complete them. Therefore a further loan of the credit of the State was made to the Companies therein named to the aggregate of seven millions of dollars.

Section second of this act provides that the loan of the State's credit under this act shall be and it is hereby declared to be upon the condition of a first lien or mortgage as contained and reserved in the act of February 22, 1851, hereinbefore recited, and the same shall in all respects be held to be an extension of the loan of State credit under the said mortgage provisions securing the State in this as in the former loan upon the same equal and unrestricted basis as to each and every bond of the State so issued under said acts or either of them.

The whole scheme of this act further provided for new and additional security from the Companies therein named to

which State aid was granted, for the loan of its credit so made by the State, but it is to be especially noticed that by the twentieth section of this act the Pacific Railroad was thereby authorized to mortgage the south-west branch of its railroad, and to include in said mortgage all the lands granted by the Congress of the United States to the State of Missouri by the act of Congress approved June 10, 1852, and by the State of Missouri granted to the said Pacific Railroad for the construction of the said south-west branch, by an act approved December 25, 1852, to secure the payment of bonds authorized to be issued by the said Pacific Railroad to an amount not exceeding ten million dollars, which mortgage shall be a lien as well on the said lands and on the said south-west branch railroad, as the same may be at the date of such mortgage as on all additions, improvements, constructions, erections and appurtenances added to the same at any time after the date of the said mortgage.

Under the act of March 3, 1857, the Cairo & Fulton Railroad Company received the aid of the State credit to the full amount thereby authorized, namely, to the amount of four hundred thousand dollars, at the following times and in the following amounts:

Acceptance April 16, 1859, - -	$100,000
Acceptance July 25, 1859, - - -	$300,000

And the bonds so received constituted a first lien or mortgage upon the road and property of the Cairo & Fulton Railroad Company, in the same manner as provided by the act of February 22, 1851, and December 10, 1855, above referred to.

On the nineteenth day of October, 1857, the Cairo & Fulton Railroad Company, by its board of directors, adopted the following resolution:

"On motion made and seconded, the following order was adopted: *Ordered*, that this Company hereby accepts the

provisions of an Act to amend an Act to secure the completion of certain railroads in this State and for other purposes, approved December 10, 1855, approved March 3, 1858, so far as the same is applicable to said Company, intending to assume all the obligations and claim all the advantages, immunities and grants therein set forth."

On the eighth day of March, 1858, the Cairo & Fulton Railroad Company, by its board of directors, passed the following resolution:

"*Resolved*, That the President prepare and execute in behalf of this Company a proper deed of trust of four hundred thousand acres of its lands, together with its railroad, subject to the prior lien of the State of Missouri in respect of said railroad, for the securing of its payment of its sixteen hundred bonds of one thousand dollars each with their interest, as provided in said bonds, bearing date May the twenty-third, A. D. 1857, and that in the delivery of said deed of trust to the trustees named in said bonds and its due execution, he shall cause the same to be recorded and its provisions carried into effect."

And on the twenty-eighth day of August, A. D. 1858, the Directory of the Corporation passed the following resolution:

"Ordered that the President cause to be executed and delivered a deed of trust, executed in behalf of this Company, dated May 23d, 1857, which shall include and comprise all the remaining lands of this Company heretofore or hereafter to be acquired, with provision therein for further securing the payment of the interest and principal of the sixteen hundred bonds of this Company heretofore authorized to be issued."

The deed of the Company by its President was under the resolutions aforesaid, made to JOHN MOORE and JOHN WIL-

son of the State of Illinois, and Albert G. Waterman, of the State of Pennsylvania, as trustees, the deed being dated 23d May, 1857, and recites that whereas the said parties of the first part, for the purpose of raising funds from time to time for the construction, furnishing and completion of their railroad as surveyed and established under and by virtue of the laws of the State of Missouri, propose to issue and deliver from time to time, as may be necessary, their bonds or obligations, in the aggregate of one million six hundred thousand dollars and interest, for the better securing and more sure payment of the said bonds conveyed to the said parties of the second part and the survivor or survivors, successor or successors of them, lands and real estate described and set forth in a schedule thereunto annexed, marked and numbered on pages one to fifty-two inclusive and made part and parcel thereof, being public lands, free from incumbrance, and held by the said parties of the first part by absolute title in fee simple under letters patent from the United States of America and the State of Missouri, and lying along and contiguous to the railroad of the said parties of the first part, to aid in the construction, completion, furnishing and maintenance of their said railroad, amounting in quantity to four hundred thousand acres of land. And also all and singular the several pieces or parcels of land, being the roadway, stations and depots of the railroad of the parties of the first part, from the Mississippi River, at the mouth of the Ohio, to the southern boundary of the State of Missouri, being in length about seventy-seven and a half miles, and all and singular the stations and depot buildings, engine houses and other improvements and constructions therein now made or hereinafter to be made, together with all and singular the emoluments, income and advantages, tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining and the reversion and reversions, etc., etc. To have and to hold, etc., subject however with respect to said railroad and every part and section

thereof and its appurtenances, to a prior first and only present lien in the nature of a mortgage in favor of the State of Missouri, made to secure and indemnify said State against the payment of such bonds or obligations as said State may from time to time issue and deliver to the said parties of the first part, to aid in the construction of the said road under and by virtue of the provisions of two several acts of the General Assembly of said State of Missouri, entitled and approved as follows: "An Act to expedite the construction of the Cairo and Fulton Railroad of Missouri," passed December 11th, A. D. 1855, and also "An Act to amend an Act to secure the completion of certain railroads in this State and for other purposes, approved December 10th, 1855," approved March 3d, 1857, the amount of said bonds or obligations so to be executed and delivered by said State, and to secure the payment of which by said parties of the first part, the said lien or mortgage is created in favor of said State not to exceed the sum of six hundred and fifty thousand dollars, with the interest thereon at the rate of six per cent. per annum, as by references to said several acts above recited will more fully appear, it being specially declared and provided that nothing herein contained shall have effect or operate as a lien upon said railroad nor any part nor section thereof nor its appurtenances, prior to or in derogation of, or in any way interfering with, the lien of the said State under the law above recited, but that the same shall remain subject in all respects to the full operation of said acts, according to their true intent and meaning, as if this indenture had not been executed.

On the payment of the bonds the trust was thereby to end and determine.

The deed contains the further stipulations and provisions:

First. The actual possession, use, management and control of the said railroad with appurtenances, to remain with

the parties of the first part so long as the conditions of the said bonds shall remain without default or forfeiture.

Second. That from and after the due execution and delivery of this instrument, the said lands shall be deemed and taken to be in the legal possession and control of the said parties of the second part as in case of absolute title in fee simple, with full covenants of seizure and warranty, subject only to such occupancy and right of way, and the right to take timber and other materials from any part or parcel thereof as may be necessary in the construction, maintenance and operation of the railroad of the said parties of the first part and the branches and connections thereto. The said parties of the first part shall with as little delay as practicable furnish to the parties of the second part maps, plats, schedules and lists of the lands granted, etc., and a list of their valuations for their information, it being provided that such valuations shall not be less in the aggregate than two millions of dollars, being an average price of five dollars per acre.

Third. That the said parties of the second part, having first been provided with proper maps, plats, schedules, etc., as aforesaid and fixed therein lists of valuation or selling prices, shall and will grant, bargain, sell and convey *to all persons, bodies politic and corporate* applying for the purchase of any of the lands and premises above mentioned, making and tendering payment therefor; such sales may be for cash or bonds of the said parties of the first part, part and parcel of the same bonds hereinbefore referred to, or partly for each, upon such credits and at such rates of interest as the said party of the second part may determine.

Fourth. The purposes of this trust being to secure to the holders thereof the payment of the sixteen hundred bonds aforesaid with the interest thereon, it is hereby pro-

vided and declared that each and every tract of land comprised on the schedule hereto annexed and herein conveyed, now is and shall remain subject to the liabilities and uses of this trust until released and discharged as hereinafter provided, that is to say, on the execution of any deeds to which any purchaser may become entitled, the said parties of the second part may require from such purchaser bonds of the said parties of the first part to the full amount of purchase price of the land sold; or if all or any portion of said amount shall have been, or shall then be paid in money, it shall be the duty of the said parties of the second part to purchase therewith sufficient bonds to bring to their own account of each tract sold, bonds in amounts equal to the purchase money thereof, so that in no one case shall any tract of land be conveyed by deed of the said parties of the second part without the surrender and consequent discharge of such bonds to the full amount of the purchase money aforesaid, etc.

Section five provided for the cancellation and dischargo of bonds and interest warrants thereon received in payment for land, so that the sale of lands and the cancellation of bonds should proceed *pari passu*, and the conveyances to operate as an acquittance of the particular tract or tracts so conveyed and to vest in the purchaser an absolute and indefeasible title in fee simple.

It is further provided in said deed that the moneys coming to the hands of the trustees shall, after payment of the expenses attending the trust, be applied to the payment of taxes, to the payment of any arrears upon interest warrants and to the redemption of the principal of the bonds, and also if default be made in the payment of the bonds, it would be lawful for the trustees to sell the lands remaining undisposed of at public sale, in the manner pointed out in the deed, and take possession of the railroad and its appurtenances intended to be included in said deed, and occupy,

control and operate the same and take and receive the income thereof, but such possession and control should not be deemed or held to contravene any rights of the State of Missouri by virtue of the several acts therein referred to. No lien or right of sale was thereby created or intended to be created in behalf of the trustees, nor of the holders of bonds, nor any creditors of the corporation with respect to said railroad, nor any matter or thing pertaining or belonging thereto which should interfere with, take precedence of, or disturb in any way the right of the State of Missouri as created and defined in the several acts of the General Assemby thereof, thereinbefore referred to, the provisions of which acts had been duly accepted by the said parties of the first part as binding irrevocably upon the said Company, and as fixing upon said railroad a first prior and undisturbed lien in favor of said State of Missouri.

It is not deemed necessary to set forth any other of the provisions of this trust deed, which was duly executed by M. Brayman, the President of the Cairo and Fulton Railroad Company of Missouri, attested by the seal of the Corporation, with the signature of G. R. Teasdale, Secretary of the Company, and also by the trustees, John Moore, John Wilson, and A. G. Waterman.

This deed was acknowledged by Mr. Brayman before George W. Lowry, Clerk of the Circuit Court of the United States for the Southern District of Illinois, and the certificate of Mr. Lowry is as follows:

UNITED STATES OF AMERICA, } *ss.*
SOUTHERN DISTRICT OF ILLINOIS. }

I, George W. Lowry, Clerk of the Circuit Court of the Southern District of Illinois, do hereby certify that on this thirtieth day of April, A. D. 1858, before me at my office in the city of Springfield, in said State, came Mason Brayman, the President of the Cairo & Fulton Railroad Company of Missouri, who is personally known to me to be the same

person whose name is subscribed to the foregoing instrument as a party thereto, and who, being by me duly sworn deposes and says that he resides in the city of Springfield in said State, that he is President of the said Cairo & Fulton Railroad Company of Missouri, that the seal affixed to the said instrument is is the corporate seal of said Company, and was affixed to the said instrument by authority of the Board of Directors of said Company for the uses and purposes therein expressed, and that he by like authority did subscribe his name as President of said Cairo & Fulton Railroad Company of Missouri.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal at the city of Springfield, the thirtieth day of April, 1858.

[L.S.]

GEO. W. LOWRY, *Clerk*.

The execution of the deed was acknowledged by Mr. Wilson and Mr. Moore, two of trustees, in the city of Springfield, before Mr. Lowry, on the seventh day of May, A. D. 1858, and by the remaining trustee, A. G. Waterman, on the fourteenth day of May, 1858, in the city of Philadelphia, before Benjamin Patton, Clerk of the Circuit Court of the United States for the Eastern District of Pennsylvania.

Following the schedule of lands making part of the deed, is the following language:

"The foregoing schedule of lands comprised on fifty-two pages contains, according to estimate, four hundred and five thousand (405,000) acres of land. The deed of trust which is made to secure the payment of the bonds therein referred to requiring a schedule of four hundred thousand (400,000) acres only, the surplus of five thousand (5,000) acres is added to cover any deficiencies which may occur from errors of description, conflicting claims, or other cause which may make necessary the withdrawal of any tract or tracts from the list, the uses of this excess being to enable the trustees

to release by quit claim (without cancellation of bonds) as in case of full conveyance under the provisions of the deed of trust, any tract or tracts on which error or conflicting claim rests without in any event reducing the quantity standing security for the redemption of bonds below four hundred thousand acres."

For verification of the foregoing schedule of lands and this declaration explanatory thereof, the signature of the President and Secretary and the seal of the [L.S.] said Cairo & Fulton Railroad Company of Missouri are hereto affixed as of the day and year first above written.

M. BRAYMAN, President, etc.

Attest: G. R. TEASDALE, Secretary.

The above mentioned deed of trust was immediately after its acknowledgment and delivery, duly recorded in the several counties of the State of Missouri in which the land conveyed by it was situated.

On the 25th day of November, 1859, the said trustees, by deed upon its face duly executed and acknowledged, conveyed a large body of these trust lands to Hiram S. Hamilton, including the lands in controversy.

On the 29th day of March, A. D. 1860, the said Hiram S. Hamilton conveyed the same lands so granted to him to Walter A. Stevens.

On the 23d day of November, 1860, the said Walter A. Stevens conveyed them to the plaintiff for the consideration of $11,896.16, who bought them after full examination of the record title to the lands, in good faith, upon full consideration, and without suspicion of anything against the integrity of his title, and so having bought the lands took possession of them, and has remained and continued in possession of the whole of the same, paying taxes thereon, until recently, when the defendants, without plaintiff's knowledge, he, plaintiff, being a non-resident of the State

and a resident of the State of New York, intruded and entered upon plaintiff's possession, and held the same until plaintiff was forced to his action of ejectment to recover possession of his property.

On the trial of the cause the defendant read in evidence the deposition of John Wilson, Esq., of Washington City, one of the trustees in the deed of trust referred to, the material and the whole material part of which is set out as follows. This deposition was taken in the city of Washington March 11th, 1873:

QUESTION—Look at the copy of the deed of trustees to Hiram S. Hamilton, and say whether or not you have any recollection of signing any deed or document similar to it in terms on or about the 25th of November, 1859:

ANSWER—I remember signing deeds for lands of the Cairo & Fulton Railroad Company similar in terms to the copy now shown me, whether on that date or not I cannot remember.

The witness continued—

"The residence of one of the trustees was in Philadelphia, Pennsylvania. My own residence was in Chicago, Illinois, and that of John Moore, the other trustee, was in Springfield Illinois, where the office of the Cairo & Fulton Railroad Company of Missouri was then located, Mason Brayman being the President, and George Teasdale, Secretary. To enable the President promptly to discharge th duties of his position, and to convey the lands of the Com pany as fast as they were sold and paid for, I and A. G Waterman, two of the trustees of said Company, addresse the following to our co-trustee, John Moore, to-wit:

'TRUSTEES' OFFICE, CAIRO & FULTON
RAILROAD COMPANY OF MISSOURI.

'*Hon. John Moore, Trustee, etc.:*

'DEAR SIR—For convenience in executing deeds of lands held by us (with yourself,) in trust etc., for the above named Company, we sign such deeds *in blank*, with the understanding that they shall remain in the custody of the President of our Board of Trustees, *subject to your order*, and that, on your being satisfied that the terms of the deed of trust are complied with, with respect to the cancellation of bonds, such deeds may be executed and delivered by you, and the officer taking acknowledgment thereof is authorized to certify as to us of the same date upon all deeds so signed by us, and signed and shown him by you.

JOHN WILSON,
A. G. WATERMAN, *Trustees.*

SPRINGFIELD, Illinois, July 20, 1858.

"The Trustees had the most perfect confidence in Mason Brayman, President of the Company, and ex-officio President of the Board of Trustees; but yet determined to have a proper check upon him, by one of their own number, Gov. John Moore, whose thorough business talents were well known to his colleagues; and whose sterling honesty and incorruptible integrity had justly given him the appellation of "Honest John Moore." Deeds for lands of the Cairo & Fulton Railroad Company were signed and sealed by me, and I believe also by Mr. Waterman, and placed in the hands of the President, Mason Brayman, to be completed by Gov. Moore, when bonds sufficient to cover the price of the lands embraced by any such deed, should be placed by Mr. Brayman in the hands of Gov. Moore for cancellation.

"My recollection is, that when I signed those deeds, the places for the dates and names of the vendees, and consideration money was left blank. Whether there were any other

blanks I cannot positively remember, but I think there were not, The object of signing the deeds in this manner, was to enable John Moore to complete them under the authority above given, by filling the blanks, acknowledging my signature and delivering them to the vendees; and such is my confidence in him, that I am perfectly sure that every one of these deeds, signed and acknowledged by him, was for lands for which bonds of the Company had been paid in, and properly cancelled; and for which of course, the Company was thus fully paid. I have thus shown the manner of signing these deeds; and the disposition made of them by me; as to the when and where I signed them, I cannot now remember, whether it was in Chicago, New York, Washington or Springfield, being in the habit of transacting business for the Company in each of those cities. Personally, I know nothing of the delivery, except as above stated. I cannot say positively, as already stated, whether the tracts of land were inserted in said deeds, when signed and handed over by me, but think they were. I do not remember having personally acknowledged any of these deeds, though I may have done so.

"John Moore, my co-trustee, made a report of his transactions, dated January 12th, 1861, of which the following is a copy, to-wit:

SPRINGFIELD, January 12, 1861.

Mason Brayman, Esq., President Cairo & Fulton R. R. of Mo.:

SIR—I herewith submit a detailed statement of the number of bonds of the Cairo & Fulton Railroad of Missouri which have been received for lands sold by the trustees, and have been cancelled to the present date, as also the amount of coupons which have been cancelled, together with the number of acres of the Company's land sold, and the aggregate amount received therefor, to-wit:

Bonds Nos. 1 to 150 inclusive, $1,000 each, -	$150,000 00
Bonds Nos. 171, 192, 194, 195, 196, 321, 322, and 323 - - - - - - - -	8,000 00
Bonds Nos. 324, 325, 501, 502, 503, 508, 510, and 512 - - - - - - - -	8,000 00
Bonds Nos. 517 to 523, 527, 629 to 637, 618, 691 to 696, 698, 709, 710, 722, 726, 728 to 784, 741, 743 to 750 inclusive - - -	45,000 00
Bonds Nos. 769 to 774 and 778 - - -	7,000 00
	$210,000 00
547 Interest Coupons at $35 - - - -	19,000 00
Total cancellations - - - -	$237,000 00

Total trust and interest lands sold, 48,209 69–100 acres.
Total amount for which the lands were sold, $237,721 47.
Balance due to cancellation, $576 47.

JOHN MOORE,
Trustee C. & F. R. R. Co. of Mo.

"The document from which I have copied the above purports to be an original document sent to me by Mr. Brayman, President of the Company, in letter of August 23d, 1872.

"It is from this report alone that I know of the cancellation of these bonds issued by the Cairo & Fulton Railroad Company, under the terms of the trust deed, as against the land sold by the Company. The original of that report of Governor Moore I have never seen.

"The statement of John Moore, above copied in full, was sent me by Mason Brayman, President of the Cairo & Fulton Railroad Company of Missouri, and ex-officio President of the Board of Trustees, in a letter, of which the following is a copy, to-wit:

'DARTFORD, Wisconsin, August 13, 1873.

'*Hon. John Wilson:*

'DEAR SIR—Yours of the 8th finds me here after much delay. I send you a copy of an original signed by you and Mr. Waterman, in my possession, which was the authority under which Col. Moore and myself acted in making sales. The particular *mode* has, I observe, escaped your memory.

'I also inclose a copy or Col. Moore's report, or certificate of bonds cancelled, *covering all sales down to January 12th*, 1861, *including, of course, the Hamilton sale. This shows faithful compliance, on his part, with the terms of the paper given by you and Mr. Waterman. In cancelling, however*, each bond was not indorsed with the description of a particular tract of land, but the cancellations were in bulk from time to time, for convenience. Your letter brings the first information I have of the suit.

'With regards, yours, etc.,

'M. BRAYMAN.'"

It was an admitted fact in the case that the Cairo & Fulton Railroad of Missouri made default in the payment of the interset of the bonds of the State loaned to it under the provisions of the acts of the General Assemby of December 11, 1855, and March 2, 1857, in the year 1860, and has ever since continued so in default, and on the 19th day of February, 1866, the General Assembly of the State, by an act entitled "An Act to provide for the sale of certain railroads and property by the Governor, to foreclose the State's lien thereon and to secure an early completion of the South-west branch Pacific, the Platte County, the St. Louis & Iron Mountain and the Cairo & Fulton Railroads of Missouri," made it the duty of the Governor to advertise *the Cairo & Fulton road and every part and section thereof so far as the same was constructed or projected, together with its appurtenances, rolling stock and property of every description, and*

all rights and franchises thereto belonging for sale, and to sell the same at auction to the highest bidder, in pursuance of the provisions of the several acts creating a lien on said railroad, its appurtenances, rights and franchises in favor of the State. (Acts of the General Assembly of the State held on November 1, 1865, pp. 107 *et sequitur*, section 1 of the Act.)

This act was further supplemented an explained by an act entitled "An Act supplementary to and explanatory of an act entitled an act to provide for the sale of certain railroads and property by the Governor, to foreclose the State's lien thereon and to secure an early completion of the Southwest Branch Pacific, the Pacific, the Platte Country, the St. Louis & Iron Mountain and the Cairo & Fulton Railroads of Missouri, which was approved March 19, 1866 (Laws of Missouri, Session Acts of 1868, pp. 115, etc.,); but no reference need be made to this act.

The act of February 19, 1869, above referred to, created a Board of Commissioners for each of the railroads named in said act, whose duty in case of the Cairo & Fulton Railroad was to attend the sale of the road as advertised by the Governor, and bid in the same for the use and benefit of the State, for an amount not exceeding the lien on said road in favor of the State (Sec. 31); and if said road was struck off and sold to the Commissioners, to take possession and hold the same with its appurtenances and property, and to manage, operate and dispose of the same in the manner provided for in the act.

Upon the purchase of the road by the Commissioners, they were authorized to re-sell the same by advertising for bids and proposals for the same, and to award the road and every part thereof, its franchises and appurtenances and all lands and other property, real and personal, to the highest and best bidder whose bids are made in compliance with the terms and conditions of the act.

Under the provisions of these acts, the road and whatever else might be was bought by the Commissioners for the State, and by them sold to McKay, Vogel, Simmons and others, and by these purchasers sold to Thomas Allen, landlord of the defendant Boyce, and whose title, in consequence of irregularities on the part of the Commissioners and the purchasers, McKay, Vogel, Simmons, and others, was subsequently confirmed by an act of the General Assembly of the State, entitled "An Act to confirm the title of the St. Louis & Iron Mountain Railroad to Thomas Allen, his heirs and assigns, and to deliver possession thereof to the St. Louis & Iron Mountain Railroad Company, organized as a corporation on the 29th day of July, 1868, and to appropriate certain funds for the building of a railroad from Pilot Knob to the State line of Arkansas," approved March 17, 1868. (Session Acts of 1868, pp. 95 *et seq.*)

The plaintiff does not deny that Mr. Allen acquired by virtue of the statutory mortgages created by the acts of December 11, 1855, and March 3, 1857, the default of the Company in the payment of the interest upon the bonds of the State loaned it, and the operation of the acts of February 19, 1866, March 19, 1866, and of March 17, 1868, and acts done thereunder, all above set forth, all the right which the State could acquire thereby in and to the Cairo & Fulton Railroad and every part and section thereof and its appurtenances, and the road and property of the Company in the same manner as provided by the above mentioned acts of February 22, 1851, and of December 10, 1855.

The question is on the title of Mr. Wilson, the plaintiff, derived through the trust deed of the 23d day of May, A. D. 1857, and the title of Mr. Allen, derived under the statutory mortgages created in favor of the State by virtue of the acts of December 11, A. D. 1855, and March 3, A. D. 1857, the plaintiff maintaining that Mr. Allen acquired no title whatever to the lands to which he derived the title through Hiram S. Hamilton, and which are a part of the lands d

nated by Congress to the State, and by the State to the Company by act of February 20, 1855, incorporating the Cairo & Fulton Railroad Company, granting the lands to the corporation and expressly authorizing the mortgaging of the same for the purposes of the corporation.

The cause was tried under the provision of the section 649 of the Revised Statutes, by the Circuit Court, without the intervention of a jury, the parties, by their attorneys, having filed with the clerk a stipulation in writing waiving a jury, and the finding of the court was of the facts specially, thus bringing the facts before this court to the determination of the sufficiency of the facts found to support the judgment under section 700 of the Revised Statutes.

Upon the facts as found, the court found, as a conclusion of law, that the defendant was entitled to judgment, and the plaintiff then and there duly excepted to such the finding of the court.

Upon said finding the court rendered judgment in favor of the said defendant, and to which judgment of the court, so rendering judgment in favor of the defendant, the plaintiff then and there duly excepted and tendered his bill of exceptions, whereby all the above facts were preserved of record, and sued out his writ of error to this court.

It is stipulated that any and all the acts of the General Assembly of the State of Missouri mentioned in the bill of exceptions, and any acts referred to in said acts, and any other acts of the said General Assembly, may be read in the hearing of the case in the Supreme Court from the printed volumes of the Acts of the General Assembly of the State, published and appearing to be published by authority of the said State, the same as if fully and particularly set forth in said bill of exceptions.

The court below held these propositions:

1. Under the act of the Missouri Legislature of March 3, 1857, bonds issued by the State to the several railroad companies receiving them, constituted a first lien or mortgage

upon the road and property of said companies; that the lien of the State under this statutory mortgage extended to *lands* which had before that time been granted by Congress to aid in the construction of the road and by the State to the railroad company, and that the lien of the State was not confined to the road and such property immediately connected with the road as was necessary for its operation.

2. A title to such lands derived from the State (which subsequently foreclosed its lien) is superior to a title derived from the railroad company by deed made by the company after it had accepted the provisions of the act of March 3, 1857, giving the State a first lien on the "road and property" of the company.

Deeming it unnecessary to determine whether the plaintiff would also fail in his title for the reason that the deed to Hamilton was never executed or delivered by the trustees so as to be operative as a conveyance of the lands described therein.

Plaintiff in error assigns for error:

I. That the judgment was rendered for the defendant in error when it should have been upon the facts as found rendered in favor of the plaintiff in error.

BRIEF ON BEHALF OF THE PLAINTIFF IN ERROR.

I.

The corporation the Cairo & Fulton Railroad Company, had power *qua corporation* to make and issue its bonds, and to create the mortgage of May 23, 1857, to secure the bonds so made and issued independent of any express authority given it so to do.

The power was absolutely essential to the construction of the road, which was the object of the corporation, and was therefore a necessary incident to its other rights, and corporations have power independent of express authority to mortgage when necessary for the purposes of the corporate existence and object.

Moreover, the power to issue bonds and to secure their payment by mortgage of the lands of the corporation, for the purpose of raising funds from time to time for the construction of the road, was expressly given by the fifth section of the act confirming the incorporation of the Company, under the General Railroad Association law of the State, under date of February 20, 1855.

Thus the same act incorporated the Company, gave to it all the land granted by the act of Congress to the State to build the road, and expressly authorized the corporation to sell those lands, or issue bonds and secure the payment of them by a mortgage of the lands for the purpose of raising funds to construct the road.

II.

The language used in the act of December 11, 1855, granting State aid to the amount of $250,000, that the certificates of acceptances of the bonds of the State filed in the office of the Secretary of State, shall thereupon become and

be, according to all intents and purposes, a mortgage of *the road and every part and section thereof and its appurtenances* to the people of the State, cannot, without torturing the English language, be held to mean a mortgage of anything else than the road itself and every part and section of the road and the appurtenances of the road, and certainly cannot, without perverting the meaning of words, be held to mean a mortgage upon several hundred thousand acres of land given by the Congress and the State to the corporotion to *aid in* the construction of the railroad.

Mr. Allen is driven to this position, however, in claiming that in purchasing the Cairo & Fulton Railroad under the statutory mortgage created by this act, he acquired title not only to the road and every part and section thereof and the appurtenances of the road, but also to the great body of land donated by the benevolence of the Federal Congress and of the State to the corporation, to aid in the purpose for which it was created. The question then arises, under what term is it that he demands to include the land of the corporation held by it in proprietary capacity, and apart from the necessary ownership of lands for the purposes of a railroad corporation? Is it in the use of the term *road and every part and section of the road?* It is not worth while to stop here.

Is it in the use of the word *appurtenances?* Undoubtedly if at all, and therefore we are told that in the use of the word appurtenances, meaning appurtenances of a railroad or steam railway, is to be included a very large body of land in no manner whatever necessary or essential for the purposes of that railroad or steam railway.

The word appurtenances, at least in a deed, will not pass any corporeal real property, but only incorporeal easements or rights and privileges.

Co. Litt., 121.
8 Barn & Cr., 150.
6 Bing., 150.
1 Chitty Pr., 153–4.

The term ("appurtenances") both in common parlance and in legal acceptance, is used to signify something appertaining to another thing as principal, and which passes as an incident to the principal thing.

Per Thompson, J., in Harris *et al. vs.* Elliott, 13 Peters, 54, the thing appertenant must be of an inferior nature to the thing to which it is appurtenant.

2 Sharswood Bl. Com., 19.
1 Plowd., 170.
1 Sumner Circuit Ct. R., 21.
Cro. Eliz., 704, Ch. 56.
3 Salk, 40.

"Appurtenances.—Things belonging to another thing as principal and which pass as incident to the principal. Thus if a house and land be conveyed, every thing passes which is necessary to the full enjoyment thereof, and which is in use as incident or appurtenant thereto. Under this term are included the curtilage, water courses and secondary easements under some circumstances, and generally anything necessary to the enjoyment of a thing."—Bourvier Tit.

Jackson *vs.* Hathaway, 15 John R., 447.
Tyler *vs.* Hammond, 1 Pickering R., 193.
Leonard *vs.* White, 7 Mass. R., 6.
2 Bac. Abr., 307, Tit. Grant.
Cro. Eliz., 89.
Cro. Jac., 121.
3 Wils., 141.
2 W. Bl., 726, 1148.
2 Saund., 401.
Co. Litt., 5 *a*, 5 *a b*.

III.

The language used in the act of March 3, 1857, granting the State aid to the amount of $400,000, that all bonds issued under the provisions of this act shall constitute a first lien or mortgage upon the road and *property* of the several companies so receiving them in the same manner as provided by the act approved February 22, 1851, "to expedite the construction of the Pacific Railroad and of the Hannibal & St. Joseph Railroad," and the act approved December 10, 1855, of which this is amendatory, as did the acts of 1855, gave the State a mortgage upon nothing other than the road and *property* of the company *held for the purposes of the road.*

This is manifest by the reference in the section to the provisions of the act of February 22, 1851, and of December 10, 1855, which make the statutory mortgages thereby created to be upon the *road and every part and section thereof and its appurtenances.* (Sec. 4 of Act of February 22, 1851,) and upon the *road.* (Sec. 1 of Act of December 10, 1855.)

The change of phraseology in the act of March 3, 1857, in the use of the term *property*, cannot upon any reasonable construction be held to embrace the large body of land granted by Congress and the State to the company in aid of its completion.

1. It is inconceivable that if the General Assembly and the company intended by the use of the word "*property*" to embrace the lands granted for the construction of the road, that the act would not have used words clearly indicating such intention.

2. Such construction would tend inevitably to destroy the general power of the corporation, confirmed by express enactment, to sell or mortgage those lands, given by the 5th section of the act of incorporation of the company.

3. The term property can be well satisfied without giving it the interpretation of including all the land granted the road, not for its purposes of a railroad corporation, but in aid of the construction of the road. The term property is evidently meant to include and to include nothing more than the road bed, rails upon it, turn-outs, depots, erections, buildings, franchise, locomotives, passenger and freight cars, hand cars, tenders, tools, machinery, materials, etc., and all other property a part and necessary part of the entire establishment, movable or immovable, essential to the production of tolls and revenue.

4. The State was to get good security for its loan other than the land in controversy.

While the State loaned its credit to the extent of $650,000, it is an historical fact that the counties along the line of the road subscribed and paid for nearly $400,000 of the capital stock of the Company, and this independent wholly of private subscription and payment of the capital stock of the Company.

Moreover the loan of the State was only furnished as follows:

The first amount of $250,000 was only to be loaned upon satisfactory proof that *the like amount* had been expended by the Company, derived from the payment of *bona fide* stock subscriptions and from other sources *not creating or entitled to any lien on such road*. So as to the loan of $400,000. Bonds to the amount of $100,000 were to be issued upon satisfactory proof that $50,000 had been expended from the private means of the Company *not creating a lien of the road* and so until the whole amount of State

aid authorized by the act was received. By this act the State was to loan $400,000 of its bonds or credit, only when $200,000 of private resources had been expended in the construction of the road proper.

5. The State in loaning its credit was careful to provide that a satisfactory amount had already been expended from private sources in the construction of the road not creating *a lien on the road.*

If the State was securing a mortgage upon the lands held by the Company as proprietor, and separate and distinct from its ownership of other property essential or necessary to its corporate existence, why would not language have been used to guard the State from prior mortgages or liens on this land as well as upon the road?

6. There is a well known and patent distinction between property of a corporation held for the purposes of the corporation, and other property held by it for other than corporate purposes.

Thus this identical corporation had power to take two classes of real estate; one class it had the right to receive and dispose of at pleasure for the purpose of aiding in the construction of its road, or for raising funds to pay debts contracted in its construction, etc.; the other class it could only hold for depots, road beds, etc., and the idea may be better illustrated by reference to the case of The State *vs.* The Commissioners of Mansfield, 3 Zabriskie Rep, (N. J.) 510, where the Camden & Amboy Railroad and Transportation Company claimed that certain real property, consisting of houses and lots owned by that Company and let by them to their workman and employees, were exempt from taxation under a clause in their charter exempting the "Company from all further taxation." The Court held that this property was liable to taxation, whilst the road bed, turn-outs, etc., were exempt, holding that there were two

classes of real estate which the Company had the power to acquire and hold, the one being liable to taxation and the other exempt. Of course the one being held for strictly corporate purposes, and the other not.

When therefore the term "the property of a railroad corporation" is used, the natural, sensible and fair meaning of the word is that property of a corporation held by it for the purposes for which it was clothed with the charter of corporate existence.

Inhabitants of Worcester *vs.* The Wilson Railroad Corporation, 4 Met. 564.

Whitehead *vs.* Vinyard, 50 Mo., p. 30.

7. By the very act of December 10th, 1855, which by the second section created a lien in favor of the State upon the roads and every part and section thereof and their appurtenances receiving State aid under the provisions of that act, it is by the 20th section of the act expressly provided that the Pacific Railroad (one of the roads receiving aid under it,) is thereby authorized to mortgage the Southwest branch of its railroad, and to include in said mortgage all the lands granted by the Congress of the United States to the State of Missouri, by act of Congress approved June 10, 1852, and by the State of Missouri granted to the Pacific Railroad for the construction of the said Southwest branch, act approved December 25, 1852, to secure the payment of bonds authorized to be issued by the said Pacific Railroad, to an amount not exceeding ten million dollars, which mortgage shall be a lien as well on the said lands and on the said Southwest branch railroad, may be at the date of the mortgage as on all additions, improvements, constructions, erections and *appurtenances* added to the same at any time after the date of the said mortgage.

This legislation, in our opinion, puts it beyond all peradventure that the General Assembly recognized fully the

distinction between the road and every part and section thereof, and appurtenances and property and the lands granted in aid of the construction of the road, and had such distinction fully in mind in taking a mortgage as security for loans advanced.

For all these considerations it appears plain that the State acquired no mortgage upon the Congress lands of the Cairo & Fulton Railroad Company. Thus upon the acceptance of the provisions of the acts of December 10. 1855, and of March 3, 1857, stood the contracts between the two contracting parties, the State of Missouri on the one part, and the Cairo & Fulton Railroad Company on the other, and we have endeavored to show that neither these acts or either of them created a mortgage upon the lands of the Company granted to it in aid of its completion, in favor of the State.

Long subsequently, then, to the making of this contract or these contracts, and as late as February 19, 1866, the General Assembly (the Company being in default in the payment of the interest upon the bonds of the State according to the tenor of the contract,) provided for a foreclosure of the State's lien and the sale of the road, and every part and section thereof so far as the same was then constructed or projected, together with its appurtenances, rolling stock and *property of every description*, and all rights and franchises thereto belonging.

By the fourth section of this act, within thirty days after they shall have been appointed and qualified, the Board of Commissioners were required to publish a notice of their appointment as such, of their authority to take possession of or to buy in said road *together with the lands belonging to the road*, and again to sell the same, and they shall invite proposals for the purchase of the road, *lands* and appurtenances, and franchise, from said Commissioners.

By the sixth section of the act, the Commissioners were to award to the highest and best bidder the road and every

part and section thereof, its franchises and appurtenances, and *all lands* and other property, real and personal.

By the eighth section they were to convey to the purchaser the road and all of the franchises, privileges, rights, title and interest appertaining to the road so sold, road, road bed, rolling stock, machine shops, and all other property, both real and personal, of every description, belonging or in anywise appertaining thereto, and the purchaser was to execute and deliver to the State of Missouri mortgages on said road, franchise, land and property aforesaid, to secure the payment of the purchase money.

Upon this legislation the plaintiff makes point

IV.

That the General Assembly did not thereby intend to foreclose upon, sell and convey to purchaser the lands of the Cairo & Fulton Railroad Company granted to aid in the construction of the road, and that if it did so intend it could not do so, since, as has been shown, these lands were not embraced or contained in the mortgage to the State.

The act in question is exceedingly loosely drawn. It will be noticed that the word *lands* occurs for the first time in third section of the act. The first section above quoted wholly omits the word. The first section makes it the duty of the Governor to advertise for sale the Cairo & Fulton Rairoad, and every part and section thereof, so far as constructed or projected, together with its appurtenances, rolling stock and property of every description, and all right and franchises thereto belonging. In the fourth section whereby the Commissioners are to publish a certain public notice, that notice is that the Commissioners are authorized to take possession of and buy in said road, together with the *lands* belonging to the same.

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It is very reasonable to suppose that in the use of this word *lands*, in this as well as in the sixth and eighth sections, the General Assembly meant merely the lands of the Company held for the essential purposes of the corporation for railroad purposes. And this conclusion is strengthened and almost made absolute in considering the eighth section of the act, whereby it is expressly said that the deed of the Governor to the purchaser shall have the effect to convey, transfer and make over to the purchasers, said roads and all of the franchise, privileges, rights, titles and interest appertaining to the road so sold, all roads, road beds, rolling stock, machine shops, and all other property, both real and personal, *and in the case of the Southwest branch* of the Pacific Railroad, all the lands granted by the United States to the State of Missouri, by act of Congress approved June 10, 1852, and by the State of Missouri granted to the said Pacific Railroad, for the construction of the said Southwest branch, by an act approved December 25, 1852, *which have been forfeited to the State.*

Under the view which is taken by Mr. Allen's counsel, the State had as well a mortgage of the lands of the southwest branch, without this special provision, for the State guaranteed, or was to guarantee, the payment of the ten millions of bonds under the act of December 10, 1855, and had a right to sell these lands under the general mortgage to the State of the road and every part and section thereof with the appurtenances.

But whether the General Assembly did or did not, by the provisions of the act of February 19, 1866, intend to foreclose upon the Congress lands, the State had no power to do so, and Mr. Allen acquired under the sale on foreclosure nothing more than the road itself and its appurtenances and the general property of the railroad, and did not and could not acquire by deed taken in January, 1867, and confirmatory act of the Legislature passed in March, 1868, the title

to lands which had lawfully passed from the Cairo & Fulton Railroad Company as early as November of the year 1859.

The General Assembly of the State of Missouri had no power to declare by their act passed in February, 1866, what passed under the mortgages created by the operation of the provisions of the acts of December 11, 1855, and March 3, 1857.

To give any such effect to their said act would be to allow one of the parties alone to the contract to effectually determine the nature, character and effect of the contract, and herein lies the error in the *obiter dicta* of Judge Bliss, of the Supreme Court of the State of Missouri, in the opinion of the court as delivered by him in the case of Whitehead *vs.* Vinyard, above cited and more particularly referred to hereafter—that is to say, he assumes to construe a contract between the St. Louis & Iron Mountain Railroad and the State of Missouri, existing under acts and acceptances of the provisions of acts done in 1855 and 1857, by another act of one of the parties to this contract, to-wit, the State of Missouri, passed on February 19, 1866, and the provisions therein enacted, *and to give a controlling effect to the act of February*, 1866, *in interpreting the language of the acts of* 1855 *and* 1857.

In this case Judge Bliss says:

"Under the provisions of these acts and subsequent legislation, the railroad was sold out, and defendant claims that the land in controversy could not have been sold because not included in the term 'appurtenances' used in the act of February 22, 1851; that land outside of, and not necessary to the use of the road is not appurtedant to the use of it. It becomes unnecessary in this case to consider how much would be included in the term had not the legislative intention been otherwise made clear." (Sic.)

But, with all respect to the learned Judge, it is something more than what was the legislative intention, and that something is what was the intention of the corporation.

There were two parties to the contract, the General Assembly and the Company, and the intent of the one was no more effective than the intent of the other. What the court was called upon to determine was, what was the meaning and intention of the parties to the contract, both of them, and what was the contract entered into by them. The learned Judge proceeds in this fallacious style of reasoning: "Subsequent acts (that is, of the General Assembly, one of the parties to the contract,) leave the legislative intention without a shadow of doubt;" and the Judge absolutely points with satisfaction to an act passed February 17, 1864, and an act passed February 19, 1866, as conclusively determining in his mind the rights of the State, the rights it acquired under contract of mortgage made with the St. Louis & Iron Mountain Railroad as early as 1855 and 1857.

As well in the case of private parties, mortgagor and mortgagee under a mortgage executed in 1855, should the declaration of the mortgagee, made years afterwards, in 1866, be held to conclusively determine, "without a shadow of a doubt," what rights he the mortgagee acquired, what property *he* intended to be covered by the mortgage, and to make this intent the law of the contract between the parties; for previously, in this opinion, the learned Judge used the phrase, "The legislative intention constitutes the law, and the law governs the lien!!!"

The opinion of the Judge is faulty in other respects. In answer to the view objected, that the Company *did not own the land* in dispute *when the lien was created by statute*, and that therefore the lien could not attach, he says: "If this were a sound view all the State liens for advances would have been lost. In every instance it was to take effect upon prospective property;" but it has clearly been shown to this Court that this statement is not correct. The State ad-

vanced aid to the Company only when it had been assured that a satisfactory amount sufficient to protect it against loss had already been expended from private sources in the construction of the road.

But the fact is, the case of Whitehead against Vinyard, relied upon so strongly by the learned counsel for Mr. Allen, may have been *well decided*, and is no authority whatever for the position he assumes. What we complain of is the *obiter dicta* of the Judge in his opinion, or rather his mode of reasoning, which leads him to refer to acts of the General Assembly of 1864 and 1866, to determine positively a contract created by acts as early as 1855 and 1857, and to throw boldly into the opinion such language as this: "It is evident that the Legislature intended that the State should hold a lien upon all the property of the Company, and that when it was foreclosed and the railroad sold out and the title confirmed in said Allen, the sale was understood (!) to cover everything the Company owned."

We think that this is not accurate, precise, logical expression of thought. If the language be intended to refer to the ordinary property of the Corporation *like that the character of which was involved in this suit of Whitehead* vs. *Vinyard*, it is undoubtedly correct. If it be meant to apply to the Congress lands granted to the Company in aid of the road, it is as undoubtedly incorrect.

In the case of Whitehead *vs.* Vinyard, it was an action to recover land bought by the Railroad Company in 1864, and which the Court held was covered by the mortgage to the State as after acquired property bought by the Railroad Company after the date of the mortgage, and in all probability for the necessary purposes of the Railroad Corporation, as for cutting timber for ties, or for digging of rock and obtaining sand for purposes of the road, or for turn-outs or ground for station-houses or depots. A main question in the case was whether after acquired property of the mortgagor could be included in the mortgage, and the Supreme

Court held that subsequently acquired property might be included in a mortgage.

But however the case of Whitehead *vs.* Vinyard may come to be regarded, it cannot be of any binding force or authority upon this Court, and especially for the reasons that the State Court was construing an act of the General Assembly enacted by the State, as to which the State was itself a party as the mortgagee of the property by virtue of the act which came under interpretation and construction. In other words, the State enacts a law whereby it is itself interested as a party, and the rights of its contractee under the act afterwards come in question. In such case it will not do to hold that the construction of the act by the State Court should have any other than a persuasive influence, and it has been demonstrated that the opinion in the case mentioned in this view is entitled to but the slightest consideration.

Foxcroft *vs.* Mallet, 4 How. 353.
Lane *vs.* Wick, 3 How. 404.
Jefferson Branch Bank *vs.* Skelly, 1 Black 343.
16 How. 432.
18 How. 389.

A question arises upon the evidence offered by the defendant which is set out in the deposition of John Wilson, one of the trustees, and which, it is doubtless thought, makes the conveyance to Hiram S. Hamilton inoperative and void, as a conveyance of the title to the land in controversy, to and with reference to which circumstances, as stated in that deposition, plaintiff maintains—

V.

That the deed of the trustees to Hiram S. Hamilton, given in evidence, was executed and delivered in a valid and lawful manner by the trustees, so as to pass the title to the lands in question from the Cairo & Fulton Railroad to him, and herein the question may be considered in two aspects—first, as the execution of a deed by the trustees as individuals; and secondly, as the execution of a deed by the trustees as such.

If the deed had been executed and delivered in the manner supposed, as the deed individually of the grantors, Messrs. Moore, Wilson and Waterman, we maintain that it was entirely competent and lawful for Messrs. Wilson and Waterman to execute the deed in blank and transfer the same to the co-grantor, Mr. Moore, with express parol authority, upon the happening of the payment of the consideration money expressly fixed upon for land to be conveyed, to fill in the deed with the name of the grantee, and the specific description of the land, and upon this being done to deliver the deed as the conveyance of all the grantors therein named, so as to make the same a valid and lawful conveyance.

The circumstances of the case must be borne in mind—that is, the title under which the gentlemen named held the land, and the trust with which they were charged.

The deed in question, when executed by Messrs. Wilson and Waterman, *may have been* blank as to date and the name of the grantee, and even as to the description of the land, but when filled up or completed and delivered by the agent expressly authorized by parol authority to so do, they gave their full sanction to the completed instrument, and the same expressed the full and perfect intention of the parties grantors. The case would not have been any other if Messrs.

Wilson and Waterman had been present at the time of the act done by Mr. Moore, physically unable to themselves to complete the instrument, and requesting him (Moore) to do that for them which they were unable to do for themselves, requesting, authorizing and sanctioning the same.

A deed is well executed by an illiterate person if it be signed by a third person at his request and in his presence, and so by a literate person.

If another man seal a deed of mine and I take it up after it is sealed or deliver it as my deed, or request him to deliver it for me, it is a good deed, and it will not answer to say that a deed is no deed until fully written out, for there is no order of time in which the several parts of a deed should be written prescribed to the grantor.

We think the mooted question has been finally settled, however, at least so far as the determination of the Federal Courts is concerned, by Drury *vs.* Foster, 2 Wallace U. S., p. 33:

Per Nelson, J. "Now it is conceded in this case, that the instrument Mrs. Foster signed and acknowledged was not a deed or mortgage; that, on the contrary, it was a blank paper, and that in order to make it available as a deed or mortgage, it must be taken to have been signed and acknowledged with the design to have the blanks filled by the husband, or some other person, before the delivery, *We agree, if she was competent to convey her real estate by signing and acknowledging the deed in blank and delivering the same to an agent with an express or implied authority to fill up the blank and perfect the conveyance*, that its validity could not be well controverted. Although it was one time doubted whether a parol authority was adequate to authorize an alteration or addition to a sealed instrument, the better opinion at this day is, that the power is sufficient."

This, from the language of the learned Judge, appears to have been the unanimous opion of the Court upon the question stated.

Zouch *vs.* Claye, 2 Levinz, 35.

Texira *vs.* Evans, cited in Master *vs.* Miller, 1 Anstruther, p. 228.

Smith *vs.* Crooker *et al.*, 5 Mass. 539.

Ex parte Kerwin, 8 Cowen, 118.

Sigfried *vs.* Levan, 6 Serg & Rawle, 308.

Wiley *vs.* Moore, 17 Id. 439.

Ex parte Decker, 6 Cow., 59.

Anderson *vs.* Lewis, 1 Freemans (Chy.) 178.

The doctrine of Drury *vs.* Foster has been recognized and fully adopted in Missouri in case of Burnside *vs.* Wayman, 49 Mo., p. 357, wherein the Court say: "Whatever may have been determined in some of the old books, the better doctrine is against the position—that such a deed executed in blank with parol authority to fill up the blank was void,"—(A. D. 1872), and in the case of Field *vs.* Stagg, 52 Mo., 534. McQuie *et al. vs.* Peay *et al.*, 58 Mo., 56.

Com. Dig. Tit. Fait A (1) note (f) Day's Ed., 1 Shep. Touch. 57.

Duncan *vs.* Hodges, 4 McCord, So. Car. 239.

Inhabitants South Berwick *vs.* Huntress, 53 Maine, 90.

McDonald *et al. vs.* U. S., 9 Cranch, 28.

U. S. *vs.* Nelson and Myers, 2 Brock R. 64,

White *vs.* Vermont & Massachusetts R. R. Co., 21 How., 576.

Wooley *vs.* Constant, 4 Johns, 54.

Humphreys *vs.* Guellow, 13 N. H., 385.

Knapp *vs.* Maltby, 13 Wend., 587.

Hudson *vs* Revett, 5 Bing., 368, 15 E. C. L., 467.

Warring *vs.* Williams, 8 Pick, 322.

Same *vs.* Same, Id. 325.

Markham *vs.* Gomaston, Moore 547.

1 Vent., 185, 2 Ch. Rep. 410, Paget *vs.* Paget.

Eagleton *vs.* Gutteridge, 11 M. & W., 466.

The case of South Berwick *vs.* Huntress, *ubi supra*, is a very well reasoned case, and I therefore quote from the opinion of the judge (Kent). "The only distinction between parol contracts and those under seal is a purely technical one, viz.: That an authority to make a deed or execute a sealed instrument for another, must be of as high a character as the instrument, *i. e.* be under seal. It is an unquestioned doctrine of the common law that a person not authorized by power under seal cannot *execute* a sealed instrument for another, or change a parol contract into a specialty. Now if it is the absence of the seal on the authority that prevents the validity of the execution, it would seem that nothing could supply it, not even consent by parol, and yet as before stated, all the cases seem to recognize the validity of such filling up if done in the presence of the grantor, and consent given before or after, or implied consent. In these cases it is assumed that the act is done by the assent of the grantor, because he is present when it is done by another. And yet if the authority *must* be under seal, where is the evidence of it? The whole evidence is parol, the fact of the presence and the assent is proved by parol. The act derives its efficacy only from authority depending on other sources than a seal. It is *consent* that gives it vitality, and that consent it is proved by parol was given by parol. Why may not consent be established by proof that the authority was directly given before the act was done, and when the paper was not before him? There is no clearer parol authority in one case than the other. It is after all a mere question of assent. * * * When the instrument is a sealed instrument, when signed by the party, the filling in of the blanks afterwards by another is not, strictly speaking, the *execution* of a sealed instrument. That has already been done by the party himself. The third party does not make it a specialty himself. It was one before. The filling up merely perfects an imperfect sealed deed or bond. This

is the view taken by the English Court in Hudson *vs.* Revett, 5 Bingham."

Devin *vs.* Himer, 29 Iowa, 297.

In Simms *vs.* Harvey, 19 Iowa, 297, the learned judge giving the opinion of the Court in that case, would not undertake to deny that power to fill a material blank in a conveyance otherwise duly executed, might be conferred by parol, and certain it is that in the case of Drury *vs.* Foster, the deed in the opinion of the Supreme Court was good as to the husband and not good as to the wife, only because she was not *sui juris* and had not the *jus disponendi*. If the *feme covert* had been competent to convey, the deed would assurenly have been held a good deed in the opinion of that Court. Moreover in the case of Simms *vs* Harvey, it is declared "that there was no express authority to fill up blanks and deliver the deed."

Owen *vs.* Perry, 25 Iowa, 425.

After all, the sensible and reasonable conclusion, it seems to us, is that "all cases of this sort depend on the inquiry whether the intended grantor has given sanction to the instrument so as to make it conclusively his deed.

3 Preston on Abstracts, p. 64.

Judged by this rule the deed of the trustees is unquestionably good, for, in the language of Wright J., in Owen *vs.* Perry, *ubi supra*, "The contract or deed when the blank was filled, expressed the exact agreement of the parties." It will be seen that the judge in this case differed from the judge in Simms *vs.* Harvey.

The learned counsel for the defence here invokes admitted propositions of law in regard to trustees for the purpose of invalidating the deed *which have no relation to the case.* Such as, where a naked power is given to several to sell and convey real estate not coupled with any interest in the estate, such act can only be exercised by the joint action of donees of the power, and

That ths office of the trustee being one of personal confidence, cannot be delegated.

The answer to these statements of admitted law is that the trustees did exercise joint action, and that there was no confidence delegated to the co-trustee as to the manner in which the duties of the trust were to be exercised.

A distinction must be observed between the delegation of the office and the employment of agents on proper occasions. It cannot be expected that the trustees should personally execute all the details of their duty, nor would it be desirable for the interests of the *cestui que* trust. It must also be noticed that the appointment of an attorney or *proxy* is not in all cases a delegation of the trust. *When the trustee has resolved in his own mind in what manner to exercise his discretion, he cannot be said to delegate any part of the confidence if he merely execute the deed by attorney or signify his will by proxy.*

Lewin on Trusts, pp. 263, 264.

Attorney General *vs.* Scott, 1 Vesey Senr. 417.

In the case of the trustees, however, there was no discretion confided to them. Nothing was made to depend upon their judgment. The grantor, the Cairo & Fulton Railroad Company, had determined in the deed that the land was to be sold. It was the direction of the Company and not the judgment of the trustees that the land was to be conveyed, and the deed therefore to be executed on presentation and cancellation of the bonds of the Compaay.

The fact is the bonds of the Company were cancelled and the land conveyed, and why should Mr. Allen be heard to object to the manner in which the purposes of the trust were executed—he who is an intruder without shadow of title upon our possession ?

Sugden on Powers, Vol. 1 page 266, 3d Am. from 7th London Ed. :

"So wherever a power is given whether over real or personal estate and whether the execution of it will confer the legal or only the equitable right in the appointee, if the power repose a personal trust and confidence in the donee of it to exercise his own judgment and discretion, he cannot refer the execution of it to another for *Delegatus non potest delegare*."

And see section 3 : "Where the deed of appointment is actually prepared or the donee points out the *precise appointment which he is desirous should be made*, there no confidence, no discretion is delegated. The appointment is in every respect an exercise of his own judgment, and there cannot be any reason why he should not be permitted to execute the deed of appointment by attorney. The contrary doctrine would lead to great inconvenience."

Mr. Sugden says that the cases by no means authorize the position that a donee of a power cannot execute a deed of appointment by attorney. They merely establish that the donee cannot delegate the confidence and discretion reposed in him to another.

If one of several trustees be duly authorized by the others to act as their agent, the legal maxim "*qui facit per alium facit per se*" applies.

Vide Colstnus heirs *vs.* Chaudet, 4 Bush. Ky. 666, where it was held that a sole acting executor could delegate his authority to his agent to sell lands.

We think it is unnecessary to discuss further the general proposition we are considering.

Objection is understood to be made by the counsel for the defendant to the form of acknowledgment of the trust deed, and attention is called to the certificate appended to the deed as showing an excess of authority in conveying 405,000 acres of land instead of 400,000 to the trustees, under the resolution of the directors of the Company.

It is believed that neither of these points if made require remark,

The certificate of acknowledgment is in due and proper form.

Lovett *vs.* The Steam Saw Mill Association, 6 Paige Chy., 55.

Tenny *vs.* Lumber Company, 43 N. H., 346.

Sheehan *et al. vs.* Davis, 17 Ohio St., 580.

VI.

Upon the case made, plaintiff respectfully maintains that the judgment of the Circuit Court should be reversed and judgment entered in this Court for him.

H. A. CLOVER,

Attorney for Plaintiff in Error Blakely Wilson.

Supreme Court of the United States,

OCTOBER TERM, 1875.

BLAKELEY WILSON,
Plff. in Error,
vs.
PETER BOYCE,
Deft. in Error.
} No. 178.

ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF MISSOURI.

STATEMENT AND BRIEF BY COUNSEL FOR DEFENDANT

DRYDEN & DRYDEN, ATTORNEYS.

Supreme Court of the United States,

OCTOBER TERM, 1875.

BLAKELEY WILSON,
Plff. in Error,
vs.
PETER BOYCE,
Deft. in Error.

No. 178.

ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF MISSOURI.

STATEMENT, OF CASE BY COUNSEL FOR DEFENDANT.

This is an action of ejectment brought by the plaintiff in error against the defendant in error to recover a tract of land in Scott county in said district. Plea: Not guilty.

The issue was tried by the Court without a jury, the attorneys of record having waived a jury by stipulation in writing, filed with the clerk. The finding of the Court was special, and was for the defendant, and judgment was for him accordingly.

There was no exception to any ruling of the Court in the progress of the trial. The ultimate question therefore for this Court is, whether the facts found are sufficient to support the judgment.

It will be seen by the finding that the tract in dispute is a part and parcel of a large body of land acquired by the State of Missouri under an act of Congress, entitled "An act granting the right of way, and making a grant of land to the States of Arkansas and Missouri, to aid in the construction of a railroad from a point on the Mississippi, opposite the mouth of the Ohio river, *via* Little Rock, to the Texas boundary, near Fulton in Arkansas, with branches to Fort Smith and the Mississippi river," approved February 9, 1853, [10 U. S. Stat. at large, 155.] And that the lands thus granted by the act of Congress were afterwards granted by the State to the Cairo and Fulton Railroad Company of Missouri by act of the general assembly of February 20, 1855.

The plaintiff and defendant each claims under the Cairo and Fulton Railroad Company as a common source of title.

The plaintiff claims to have derived the railroad company's title by force of divers *mesne* conveyances, described in the Court's finding. Of these conveyances one is a deed from the railroad company, of date May 23rd, 1857, to John Moore, John Wilson and Albert G. Waterman, trustees in trust, with power of sale. The Court finds that the resolution of the Board of directors of the railroad company, which is the authority on which the deed rests, was made on the 8th of March, 1858, and that the certificates of acknowledgment of the grantors [and grantees—trustees] * * * * * * are dated respectively April 30, May 7 and 14, 1868 [Printed Record, pp. 57 and 64.]

In respect to the deed of the railroad company to Moore, Wilson and Waterman, the Court finds and sets forth at large in its finding, the resolution of the corporation on which the deed rests. [Printed Record, p. 61.] The Court also finds substantially that the purpose of the conveyance, as recited in the deed, was to secure the payment of 1,600,000 dollars of the bonds of the corporation which it proposed to issue and deliver from time to time;—that by express provision of said deed its operation was to be subject to the prior lien, secured to the State of Missouri under the acts of assembly of 11th December, 1855, and 3rd of March, 1857, hereinafter mentioned. [Printed Record, p. 62, also p. 63–4.]

The finding also enumerates several further stipulations and provisions of the deed [Record, p. 62,] and among them this, [Record, p. 63]: "Third, that the parties of the second part, having been first provided with proper maps, schedules, &c., as aforesaid, and fixed therein lists of valuation or selling prices, shall and will grant, bargain, sell and convey to all persons, bodies politic or corporate, applying for the purchase of any of the lands and premises above mentioned, making and tendering payment therefor. Such sales may be for cash, or bonds of the said parties of the first part, part and parcel of the same bonds hereinbefore referred to, or partly for each, upon such credits, and at such rates of interest *as the said party of the second part may determine.*"

Another of the instruments under which the plaintiff claims, is what purports to be a deed from the trustees Moore, Wilson and Waterman, of date November 25th, 1859, to one H. S. Hamilton. This instrument is set out at large in the finding, and is found in the printed record at pp. 57, 58, 59 and 60. The validity of this deed is contested by the defendant.

The Court finds the facts in respect to this deed as follows:

"Waterman, one of the trustees, resided in Philadelphia; Wilson's residence was in Chicago, but much of his time he was in Washington; Moore lived about 60 miles from Springfield, Illinois, where the principal office of the Cairo and Fulton Railroad Company was located, and where the president of the company, Mason Brayman, resided. To enable the president promptly to discharge the duties of his position, and to convey the lands of the company as fast as they were sold and paid for, Wilson and Waterman, two of the trustees of said company, addressed the following to their co-trustee, John Moore, to-wit:

TRUSTEES' OFFICE,

"CAIRO AND FULTON RAILROAD COMPANY OF MISSOURI.

"Hon. JOHN MOORE, *Trustee, etc.*

"DEAR SIR: For convenience in executing deeds of lands held by us (with yourself) in trust, etc., for the above named company, we sign such deeds in blank, with the understanding that they shall remain in the custody of the president of our board of trustees, subject to your order, and that on your being satisfied that the terms of the deed of trust are complied with, with respect to the cancellation of bonds, such deeds may be executed and delivered by you, and the officer taking acknowledgment thereof is authorized to certify as to us of the
113 same date upon all deeds so signed by us, and signed and shown him by you.

"JOHN WILSON,
"A. G. WATERMAN,

"SPRINGFIELD, ILLINOIS, *July 20, 1858.*" "*Trustees.*"

"Deeds for lands of the Cairo and Fulton Railroad Company were signed and sealed by Wilson, and also by Mr. Waterman, and placed in the hands of the president, Mason Brayman, to be completed by Gov. Moore

when bonds sufficient to cover the price of the lands embraced by any such deed should be placed by Mr. Brayman in the hands of Gov. Moore for cancellation. The object of the trustees signing the deeds in this manner was to enable John Moore to complete them under the authority above given by filling the blanks acknowledging *my* signature and delivering them to the vendees. The aforesaid deed to Hamilton was made under the following circumstances: Brayman, Sexton, Teasdale, and McCrellis alone were present in Springfield, Illinois; neither of the trustees was present, nor was Hamilton. Sexton was a director and superintendent of the company, and brother-in-law to Hamilton. One of the printed blanks signed by the trustees was taken and, by Teasdale, secretary of the company, filled in with the date, name of grantee, amount of consideration, and description of lands purporting to be conveyed thereby. When thus filled up said Teasdale, who was a commissioner of deeds for Missouri, residing at Springfield, certified that Moore, Wilson, and Waterman appeared before him on that day, November 25, 1857, and severally acknowledged the instrument. But this certificate was false, and neither of said trustees appeared before that officer, or acknowledged the instrument. When thus certi-
114 fied the instrument was delivered by Teasdale to Sexton. No money was paid or bonds passed or delivered as the consideration for this deed. But in point of fact down to January, 1861, bonds had been cancelled by the trustees, or Moore acting for them, in the aggregate equaling the amount of all the sales of lands by the trustees, including the alleged sale to Hamilton. The present plaintiff had no notice of the foregoing facts relating to the manner of the execution of the said deed of Nov. 25, 1859, to Hamilton."

The following is the finding of the Court in respect to defendant's title:

The defendant's counsel submit the following points in support of the judgment of the Court below:

The plaintiff cannot recover either, FIRST, if he has failed to show title in himself, or, SECOND, if the facts found show title in the defendant.

I.

If it were conceded that the statutory mortgages of 1855 and 1857 to the State did not cover the lands in controversy, still the plaintiff must fail, because upon the facts found by the Court the deed to Hamilton of the 25th November 1859, through which the plaintiff claims, is invalid and insufficient to convey the title.

In no just sense can that instrument be said to be the act or deed of the trustees. On the day of its delivery to Hamilton it was found in the hands of Brayman with the signatures of the three trustees attached, but in everything essential to a conveyance it was blank. The reason why Wilson and Waterman's signatures were there is explained by the finding, but how Moore's signature came to be there, and for what purpose, does not appear. Certainly it does not appear that he communicated authority to any one to fill up and deliver the paper as his deed. As to him, there was no delegation of authority to another to act for him; and as to Wilson and Waterman, while the finding shows a delegation of authority by them, it likewise shows that the delegate did not act under that power.

The point of my objection to this paper as a valid deed appears to have been wholly misapprehended by the adverse counsel. The objection is not, as he seems to suppose, that the blanks which were in the deed when signed by Wilson and Waterman, and placed in the hands of Brayman, were filled by parol authority, but the objection is, that they were filled without *any* authority.

The delegation of authority by Wilson and Waterman, as shown by the finding, was to *Moore*, the co-trustee; and yet, as the finding further shows, Moore, the delegate, had nothing whatever to do with the filling of the blanks, or the delivery of the deed, but all was done by Teasdale in the absence of Moore, and, as far as shown, without his authority and without the authority of the other trustees, and thus it is seen that this instrument is to be made the witness of a sale of which no one of the three grantors was, at or prior to the delivery of the paper, in anywise cognizant.

The deed by which Moore, Wilson and Waterman held, created in them a trust requiring the exercise of their best judgment in the execution of their trust, and the trust was therefore a *discretionary* trust.

Perry on trusts, 2d edition, § 19.

Such a trust cannot be delegated even to a co-trustee.

"If the trust be of a discretionary character, not only is the trustee answerable for all the mischievous consequences of the delegation, but the exercise of the discretion by the substitute *will be actually void;* * * * and a discretion can no more be committed to a co-trustee than to a stranger."

Lewin on Trusts, 262. Perry on Trusts § 778.

The question whether the trust in this case was one that could be delegated, is divested of its importance by the consideration, that although there was an attempt by two of the trustees to delegate their trusts to their co-trustee, the finding shows that the delegate did not act.

We are not called upon in this case to discuss the doctrine insisted upon by the plaintiff's counsel, and supported by the citation of so many authorities, to the

effect, that where a deed in blank is delivered by a grantor to his agent, with express or implied authority to fill the blanks and perfect the instrument, such deed when filled and perfected pursuant to the authorization, is valid and operative as the deed of the grantor. That doctrine does not enter into this case. As we have seen, and as the finding of the Court shows, this is not the case of a filling of blanks by one authorized expressly or impliedly, but it is the case of one acting by mere usurpation. Moore was deputed by Wilson and Waterman to act for them. He did not act for them however, but Teasdale unsolicited and without authority did. More, so far as appears, gave no authority to Teasdale or any one else to act for him.

II.

The facts found by the Court respecting the two statutory mortgages, and the proceedings in foreclosing them, give to the defendant a better title than that shown by the plaintiff.

The mortgages are both anterior to the deed of the R. R. Co. under which the plaintiff derives his title. The The deed, though dated in 1857, was not made nor delivered till May 1858. The mortgages are both recited in the deed and must therefore have existed before the deed. And since it is conceded that the defendant's landlord acquired a good title to everything covered by the mortgages, it only remains to enquire, whether they covered the lands sued for.

Did they cover these lands?

The solution of this question depends upon the meaning and intent of the acts of Assembly under and pursuant to which the mortgages were made.

The language of the act under which the first of the two mortgages was created, [§ 3 of act of Dec. 1855, Appendix A] descriptive of the things mortgaged is "THE

ROAD AND EVERY PART AND SECTION THEREOF AND ITS APPURTENANCES." The language of the act of 3rd March, 1857 [Appendix B §17], descriptive of the things mortgaged is—"all bonds issued under the the provisions of this act shall constitute a first lien or mortgage UPON THE ROAD AND PROPERTY of the several companies so receiving them.

Now, it will not be disputed that it was competent for the contracting parties to agree for a mortgage of everything the mortgagor had. Nor can it be doubted that the state of affairs existing, at least at the time of the passage of the act of 3d of March, 1857, furnished a strong motive to the State to require security of everything the aided companies had. The State had been extending aid to these railroad projects for six years or more; its resources had already been largely pledged to these enterprises, and yet nothing had been accomplished—no roads had been finished, and there was practically nothing to assure the State indemnity against its large pledges of its credit. In this condition of affairs it was the act of March 3d was passed. And then it was, in the passage of this, the last act granting railroad aid, the phraseology descriptive of the things mortgaged is changed. Now why this change? Is it not apparent that it was for the purpose of covering everything coverable? Upon the plaintiff's theory the mortgage of 1857 covered nothing to which the mortgage of 1855 did not reach. I would like to know then why the so sudden change in the phraseology?

The motive for the change is apparent. Is not the newly adopted language broad enough to accomplish the object intended?

The "road and PROPERTY of the company." What could be more comprehensive? Why restrict this word *property*, as insisted by the plaintiff, to a particular

class of property? Surely the word may apply to all classes of property, and as well to one class as to another.

And again, the class of property to which the plaintiff would restrict it, is sufficiently described by the word ROAD, so that upon his construction the word property accomplishes nothing in the law. That construction will not do. It was the road *and* property that was to be mortgaged—the road and something in addition.

These acts of assembly came into review in the case of Whitehead vs. Vinyard [50 Mo. R. 30,] and there received the deliberate consideration and construction of the Supreme Court of the State of Missouri. It was in that case held to be their meaning and intent, "to cover by the lien of the State *all* the corporate property" of the mortgagor. [Id. 33.]

The opinion in that case was not *obiter dicta*, as the learned counsel for the plaintiff is pleased to denominate it, but it was an opinion upon the very point involved. Nor was the judgment pronounced hastily or inconsiderately, as the bearing of the same counsel towards the opinion might lead one to suppose, but it was made upon elaborate argument of counsel on both sides, and after careful and patient deliberation by the Court, a judgment fully vindicated by the opinion of the able and conscientious Judge who spoke for the whole court.

Furthermore, this Court will not fail to observe that the Supreme Court of the State is not singular in arriving at the conclusion it did concerning the true construction of these statutes. The District Court composed of three Circuit Judges, from which the Whitehead-Vinyard case came to the Supreme Court held the same view precisely as was afterwards announced by the latter Court. And so, long before any of these controversies had arisen, the Legislature by passing, and the Executive by approving the act of 15th February, 1864, [Session Laws of 1863-4, p. 382,] authorizing the St. L. &

I. M. R. R. Co. to sell certain of its lands not needed for the purposes of its road, gave an unequivocal expression of the legislative and executive construction of these laws. See also last clause of § 8 of act of the 19th February 1866—in appendix where the lands of the Cairo and Fulton Railroad Company subscribed *by the counties* is forbidden.

The construction we contend for is not only the construction of all of the departments of the State government, but it has been the uniform construction;—there has been nothing to the contrary. Whitehead vs. Vinyard is to-day the undoubted law of the State, so far as the question in that case and in this is concerned. There has been no hint at a retraction of the doctrine it enunciates. It is supplemented and fully and ably sustained by the judgment of the Court below in this case [Wilson vs. Boyce, 2 Dillon, 539] a judgment concurred in by both the able and learned judges sitting in the case, one of whom, Judge Treat, from his local connexions was perfectly familiar with the events and circumstances that led to the legislation under consideration. Indeed it is not known or believed that the railroad companies, or anybody else, save the plaintiff and the small circle he represents, is in anywise dissatisfied with the law, as settled by these cases.

The decision of the question at issue by the highest judicial tribunal in the State ought to be an end of the controversy, and upon well established principles it is an end of it.

The construction of a State statute by the State Court, especially if the Statute concern real property, is, as a rule, conclusive upon the Federal Courts.

Green vs. Lessee of Neal, 6 Pet. 291.
St. John vs. Chew, 12 Wheat. 153.
Snydam vs. Williamson, 24 How (U. S.) 427.
Lane vs. Wich, 3 Id. 464.
Foxcroft vs. Mallette, 4 Id. 379.

There is one exception, and one only, to the rule which makes the decisions of the State Courts, construing local statutes affecting real estate, control the decisions of the Federal Courts, and that is where the State statute, which is the subject of construction, is supposed to embody a contract of the State, though made in the form of a law, and the contract thus made has been impaired in the sense of section 10 of Art. I. of the U. S. Constitution, by State legislation or State action. In such case the Federal Courts *ex necessitate rei* have the right to construe the statute for themselves, independently of State decision; otherwise the provision of the Constitution might be evaded, and the jurisdiction of the Federal Court to determine whether the obligation of the contract had been impaired be defeated. But even in this exceptional case this exclusive right of construction is reserved by the Federal Courts so far only, as is necessary to determine for themselves the existence of a contract, and that merely for the purpose of maintaining their constitutional jurisdiction.

Ohio Life I. Co. vs. Debolt, 16 How (U. S.) 432.
Jefferson Br. Bk. vs. Skelly, 1 Black (U. S.) 436.

In the case at bar undoubtedly contracts between the State and the C. & F. R. R. Co. were entered into under the acts of 11th Dec., 1855, and 3d March, 1857, but it is not pretended that the obligation of those contracts, or of

either of them, has been impaired by any State legislation or State action whatever, and the case therefore does not come within the exception, or the reason of the exception, but is governed by the general rule by which State construction governs Federal decision.

The plaintiff's counsel is, we submit, exceedingly wide of the mark, when he supposes that the question of the pre-eminence of State construction of the local law is in anywise affected by the circumstance that the State whose law is to be construed, happens to have an interest as contracting party under the law. [Judge Clover's Brief, p. 40.] No such exception to the general rule exists. The authorities he cites in support of the propositiou do not sustain him, but as far as they have any application to the case, they establish the general rule and the exception as we have stated them.

We submit therefore that since the decision of Whitehead vs. Vinyard *supra* the question of the construction of these statutory mortgages is not an open question with this Court, but that the same has become irrevocably closed by that case.

Before closing, I must, if for no other reason, for the vindication of the truth of history be allowed to correct an error of fact, into which the learned counsel for the plaintiff has fallen in his statement of the plaintiff's case. At page 24 of his statement and brief he says: "Under the provisions of these acts, the road [meaning the Cairo and Fulton Road,] and whatever else might be, was bought by the commissioners for the State, and by them sold to McKay, Vogel, Simmons, and others, and by these purchasers sold by Thomas Allen, landlord of the defendant Boyce, and whose *title* in consequence of irregularities on the part of the *commissioners and the purchasers* McKay and others was subsequently *con-*

firmed by an act of the general assembly of the State entitled," &c., &c. Now the truth is, the title of the defendant's landlord has never been questioned, nor have the supposed irregularities ever before been pretended; and it is strange that the counsel should have penned the statement; but what is stranger still that he should have fallen into the error of supposing the confirmatory act he cites, had anything earthly to do with the title to the Cairo and Fulton property. Even the title of the confirmatory act should have shown him that it was the title to the *St. Louis and Iron Mountain Railroad*—not the Cairo and Fulton—that was confirmed.

We respectfully submit that upon the facts found the defendant's title is perfect, and that the judgment of the Circuit Court must be affirmed.

DRYDEN & DRYDEN,

for the Defendant.

APPENDIX.

A.

Act of 11th December, 1855. [This law is found at page 468 of "Local Acts," passed at adjourned session of the 18th General Assembly.]

AN ACT to expedite the construction of the Cairo and Fulton Railroad of Missouri.

Be it enacted by the General Assembly of the State of Missouri, as follows:

§ 1.—As often as the Cairo and Fulton Railroad Company shall produce to the Governor of this State proof satisfactory to him of the total amount of money derived by such company from the payment of *bona fide* stock subscriptions, or from other sources (other than State bonds,) not creating or entitled to any lien on such road, aud that said amount of money has been in good faith applied to surveying, locating, constructing and equipping of such road, it shall be the duty of the Governor to cause to be issued and delivered to such company bonds of the State, in such form of bond as required by the former acts granting the State credit, bearing interest at the rate not exceeding six per cent. per annum, to an amount that, together with the total amount of State bonds previously issued to said company under this or any former law, shall be equal to the amount so proved by such companies, as aforesaid, to have been expended from the stock and other resources of said company not creating or entitled to any lien on such road: Provided, that the total amount of bonds issued or to be issued to said company, by the State under this law, shall not exceed the sum of two hundred and fifty thousand dollars: And provided, that no part of the said bonds shall be delivered to said company until at least two hundred and fifty thousand dollars have been subscribed in good faith to the capital stock of said company, and satisfactory proof thereof made to the Governor: Provided, that none of said bonds, nor any part of the proceeds thereof, shall ever be appropriated to the payment of any debt already created by said company, nor to any other purpose whatever than to the further prosecution of the work; and any disposition made of the same by said company, or any of its

agents, contrary to the provisions of this section, shall be null and void: Provided further, that nothing herein contained shall work a forfeiture of any *bona fide* sale of said bonds made to convert the same into available means.

§ 2.—No part of the said bonds shall be delivered to said companies, or either of them, until the exceptance thereof shall be signified to the Secretary of State, by the filing in his office a certificate of such acceptance, under the corporate seal of the company thus accepting, and the signature of their President.

§ 3.—Each certificate of acceptance so executed and filed, as aforesaid, shall be recorded in the said office of the Secretary of State, and shall thereupon become and be, according to all intents and purposes, a mortgage of the road, and every part and section thereof and its appurtenances, to the people of this State, for securing the payment of the principal and interest of the sums of money for which such bonds shall, from time to time, be issued and accepted as aforesaid.

§ 4.—In case of the union of the said Cairo and Fulton Railroad Company of Missouri, and the St. Louis and Iron Mountain Railroad Company, as authorized by act of the Legislature of Missouri, into one corporation, to be styled the St. Louis, Iron Mountain and Mississippi Railroad Company, the State bonds authorized by this act to be issued and delivered to the said Cairo and Fulton Railroad Company of Missouri, shall be issued and delivered to the said St. Louis, Iron Mountain and Mississippi Railroad Company, on the same terms and condition as the State bonds issued, or authorized to be issued, to the said St. Louis and Iron Mountain Railroad Company, at the time of union of the said two companies.

§ 5.—The said bonds thus issued to said Cairo and Fulton Railroad Company of Missouri, or said St. Louis, Iron Mountain and Mississippi Railroad, shall be denominated "Cairo and Fulton Railroad Company of Missouri State bonds," or "St. Louis, Iron Mountain and Mississippi Railroad Company State bonds," as the case may be, and the faith and credit of this State are hereby pledged for the payment of the interest and redemption of the principal thereof.

§ 6.—The said bonds shall be signed by the Governor, and countersigned by the Secretary of State, and sealed with the seal of the State, and shall be registered

at the office of the Auditor of Public Accounts, and shall be of denominations not exceeding one thousand [dollars] each in amount, with coupons attached; and shall be payable to the order of said company, and may be transferred by the endorsement of the President of said company for the time being; and such endorsement shall be considered the act of the company; and a copy of this act, or of the act granting State bonds to the St. Louis, Iron Mountain Railroad Company, [shall accompany each bond] as the particular bonds are issued to the Cairo and Fulton Railroad Company, or after union of the two companies, to the St. Louis, Iron Mountain and Missippi Railroad.

§ 7.—The said bonds shall be redeemable, at the pleasure of the Legislature, at any time after the expiration of twenty years from the date of the respective issues thereof; and the interest thereon shall be paid semi-annually, at such places and at such times as shall be specified in said bonds.

§ 8.—The said company may sell or dispose of the said bonds issued to them, in such manner, time and place as to them may seem most expedient; and the said company may confer on any holder of any bond or bonds transferred by them the right to convert the same into stock of the company, at any time not exceeding ten years from the date of such bond or bonds, and upon such terms and conditions as the said company may deem advisable.

§ 9.—Said company shall make provision for punctual redemption of the said bonds so issued as aforesaid, and for the punctual payment of the interest which shall accrue thereon, in such manner as to exonerate the Treasury of this State from any advances of money for that purpose; and the tolls and income which shall accrue from the use of their said road, when the same or any part thereof shall be constructed, after paying the repairs and necessary expenses for operating the same and conducting the business thereof, shall be, and are hereby, pledged for the payment of said interest.

§ 10.—No part of the bonds so authorized, as aforesaid, shall be issued to the said company until full and satisfactory evidence shall be given to the Governor, and [be] approved by the Attorney General, that no prior lien or incumbrance has been created, or exists on the

said road or its appurtenances, except such lien as may have been created under this act.

§ 11.—In case the said company shall make default in the payment of either interest or principle of the said bonds, or any part thereof, no more bonds shall thereafter be issued to said company; and it shall be lawful for the Governor to sell the road and its appurtenances, by auction, to the highest bidder, first giving at least six months' notice of the time and place of such sale, by advertisement, to be published once in each week in the paper which shall publish the laws at Jefferson City, and in two public newspapers printed in the city of St. Louis; or to buy in the same at such sale, for the use and benefit of the State, subject to such disposition, in respect to such road or its proceeds, as the Legislature may thereafter direct.

This act to take effect immediately.

This bill having been returned by the Governor with his objections thereto, and, after reconsideration, having passed both Houses by the constitutional majority, it has become a law, this 11th day of December, 1855.

WALTER B. MORRIS,
President of the Senate.

WILLIAM NEWLAND,
Speaker of the House of Representatives.

B.

Act of 3d of March 1857. [This law is found at page 85 of the laws of 1856–57, passed at the regular session.]

AN ACT to amend "An act to secure the completion of certain Railroads in this State, and for other purposes," approved December 10th, 1855.

Be it enacted by the General Assembly of the State of Missouri, as follows:

§ 1.—The twenty-first section of the act to which this is an amendment, is hereby amended so as to read as follows: *Sec.* 21.—When it shall be proven to the Governor of the State, by the affidavit of the Treasurer and two of the Directors of the Pacific Railroad Company, that the sum of one hundred thousand dollars, not the proceeds of bonds guaranteed by the State, has been expended in the construction of the said South-West

Branch of the Pacific Railroad, between Franklin and Neosho, the Governor shall indorse upon the bonds of the said Pacific Railroad Company, issued in pursuance of, and secured as provided in, section twenty of this act, a guarantee for the payment thereof, to the amount of one hundred thousand dollars; and when it shall be proven, in like manner, to the Governor that the proceeds of said guaranteed bonds have, in like manner, been expended, then the Governor shall indorse the guarantee of the State upon another one hundred thousand dollars of said bonds, and so on as often as said Company shall expend on the said South-West Branch, between Franklin and Neosho, the proceeds of all bonds previously guaranteed, as aforesaid, the Governor shall indorse, in the same manner, an additional one hundred thousand dollars of said bonds; *Provided*, That the bonds so guaranteed shall not, in the aggregate, exceed the sum of four millions five hundred thousand dollars; *And provided further*, That the proceeds of said bonds, so guaranteed, shall be expended in such manner as to insure the entire completion of the Road, beginning at Franklin, and extending west, along the line of said Branch Road, to a point where the whole amount of proceeds aforesaid, added to the private means of the Company, will be exhausted, so that no work may be left in an unfinished condition, after investing said means in the construction of the Road.

§ 2.—The Pacific Railroad Company may sell or dispose of the bonds provided for by the twentieth and twenty-first sections of the act to which this is an amendment, upon the best terms that can be obtained therefor, and the proceeds shall be exclusively applied to the construction of the South-West Branch of said Road.

§ 3.—Whenever the Governor shall be satisfied, from the representations of the President or Board of Directors of the Company, or from any other source, that it would be expedient and proper to indorse a larger

amount of said bonds than one hundred thousand dollars, either to secure a favorable sale thereof or to meet the necessities of the Company, he may indorse the same to any amount within the limit fixed by this act, and place them, for immediate sale, in the hands of an agent, to be by him appointed, after consulting with the Board of Directors of said Company, which agent shall be required safely to keep said bonds, until the sale or hypothecation of the same; that he will negotiate and sell the same upon the best terms that can be obtained; that he will deliver those sold to the purchaser or purchasers thereof, or to the parties with whom they may be by him hypothecated; that he will receive the proceeds of sale, or hypothecation, and deposit them in such safe manner, drawing interest, as may be approved by the Governor and Board of Directors, and that he will pay over the proceeds to the Company, upon the order of the Governor, as the Company may be entitled thereto; and he shall make full report of all his proceedings to the Governor and Board of Directors. The Governor shall require such agent to give bond, with sufficient security, in any sum not less than one hundred thousand dollars, conditioned for the faithful discharge of all duties enjoined on him by this law; and all acts of such agent to be subject to the scrutiny of the Governor and Board of Directors. If the Governor should, at any time, become satisfied that said agent has abused the trust confided in him, or that he is an unsafe depository of said bonds, or the money received thereon, it shall be his duty to remove him, and to require him, without delay, to account for all bonds placed in his hands; and he shall cause suit to be brought upon said bond, upon violation, by said agent, of any of its conditions.

§ 4.—In case the Pacific Railroad Company fails to complete said South-West Branch, from Franklin to Springfield, in four years from the passage of this act or to pay all interest on said guaranteed bonds, as re-

quired by the act to which this is amendatory, or to hold the State harmless from said guarantee, then the said Branch Railroad, the lands appropriated to the construction thereof, and belonging to said Company at the time of such default, and all appurtenances and franchises thereunto attached, shall, at once, by operation of law, without process or proceeding, become the property of the State, subject only to the rights held under said mortgage. And the Governor may take possession of the same in behalf of the State, and manage and control it until disposed of by act of the Legislature.

§ 5.—Whenever it shall appear to the satisfaction of the Governor, that the sum of five hundred thousand dollars has been expended by the Pacific Railroad Company, west of Jefferson City—such expenditure to be established by the affidavit of the Treasurer, and two of the Directors of said Company—it shall be the duty of the Governor to execute and deliver to the said Company, the bonds of the State of Missouri, to the amount of one million of dollars, part of the three millions of dollars granted by the act of December 10, 1855, as aforesaid, and which has not been issued; and, except as herein provided, said bonds shall be issued according to the provisions of said act. And upon proof, in the same manner, being made to the Governor, that any further sum has been expended, in the construction of the said Road west of Jefferson City, and that the same has been derived from subscription to the capital stock of said Road, subscribed for the construction of that part of the Road, it shall be the duty of the Governor to cause to be issued and delivered to said Company, bonds of the State of Missouri, to double the amount of the expenditures thus shown to be made from the subscriptions as aforesaid; and further applications may be made upon like expenditures, and bonds issued upon the same terms, to the extent of the remaining three hundred thousand dollars, of the three million loan

made by the act aforesaid; and the bonds issued under the provision of this section, shall have the same lien upon the Road and appurtenances, as provided for in the act to which this is amendatory.

§ 6.—There is hereby granted to the said Pacific Railroad Company, a further loan of the bonds of the State, to the amount of one million of dollars, to be expended in the construction of the road, to a point which in the opinion of the Board of Directors, can be reached, by using the aid herein granted, and all other means at their disposal; *Provided, however*, That the application for said bonds shall show that the proceeds of all bonds, to be issued by the said act of 1855, and heretofore referred to in this act, have been expended in the construction of said road; and, also, that an additional expenditure to one-half the amount, applied for, has been made, of money derived from sources other than State bonds, not creating a prior lien on the road, and no part of which shall have been included in any previous statement upon which bonds were issued; which application, setting forth the above facts, shall be sworn to by the Treasurer and two Directors of the Company. Said bonds may be issued in sums of one hundred thousand dollars, or more, at one time, and shall be based upon actual expenditures, exclusive of interest, discount, and commissions.

§ 7.—The proceeds of all bonds issued to said Company, under the provisions of the preceding section shall be so expended, in connection with other means of said Company, to be applied east of the point to be by them designated, as to complete the road to said point, leaving no work in an unfinished condition, and unfit for present use.

§ 8.—That for the purpose of enabling the North Missouri Railroad Company to complete its road, as speedily as possible, to the junction of the Hannibal and St. Joseph Railroad, a further loan of the bonds of

the State, to the amount of one million and-a-half dollars, be, and the same is hereby, made to the said Company; which bonds shall be issued to, and expended by, the Company, in the construction of its road south of the junction, as follows: — upon the acceptance of this act by the Company, and the required evidence thereof being furnished to the Governor, he shall issue, and cause to be delivered to said Company, two hundred thousand dollars of said bonds; and upon proof of the expenditure of a sum, equal to their par value, in the construction of the road, as required in this act, then a further sum of two hundred thousand dollars shall be issued and delivered as aforesaid; and upon similar application, verified by the affidavit of the President and two Directors, that the previous sums issued under this section have been expended, as aforesaid, at their par value, the Governor shall issue another two hundred thousand dollars, and so on, until the whole amount granted by this section shall have been expended.

§ 9. — The North Missouri Railroad Company is hereby authorized to establish and keep a ferry across the Missouri river, where its road strikes the same, for all purposes connected with said Company, and for general purposes, by paying the usual license tax, provided by law in such cases.

§ 10.—That, for the purpose of securing the completion of the St. Louis and Iron Mountain Railroad from St. Louis to the Pilot Knob, at as early a day as practicable, the said Company is hereby authorized, upon the acceptance of this act, to demand and receive from the Governor one hundred and forty thousand dollars, of the amount of State credit heretofore granted to said Company, to be applied north of the Pilot Knob, and which has not yet been issued; and the remainder of said loan shall be divided in three equal parts, of two hundred thousand dollars each, the first installment of which, upon the application of the Company, with the

proof, as directed in this act, that the one hundred and forty thousand dollars of bonds, at their par value, have been expended in the actual construction and equipment of the road, shall be issued and delivered to said Company by the Governor; and, in like manner, shall the second and third installments be issued and delivered, upon similar proof being furnished that all previous installments have been, in good faith, expended, at their par value, in the construction or equipment of the road, until the whole seven hundred and forty thousand dollars have been expended, and so soon as the whole seven hundred and forty thousand dollars shall be expended, as contemplated in this section, it shall, and may, be lawful for the Governor, and he is hereby directed to issue and deliver to said Compeny, to be applied north of the Pilot Knob, an additional sum of six hundred thousand dollars, which may be issued in sums of not more than two hundred thousand dollars at one time; *Provided*, That no part of this additional grant shall be made without proof, furnished to the Governor, verified by affidavit of the President and two of the Directors of said Company, that a sum equal to one-half of the sum issued has been previously expended, in good faith, in the construction of the road, from private means of the Company, not creating a lien on the road, and not the proceeds of State bonds; and no interest, discount, or commissions, shall constitute any part of the basis to entitle such Company to the additional grant herein made.

§ 11.—If, upon the expenditure of the amount mentioned in the last section, the Company be unable therewith to complete its road to the Pilot Knob, it shall be the duty of said Company to invest all city, county, and private subscriptions, that can be made available in time to carry on the work without delay or detention, together with all other means applicable to the construction of the road north of the Knob, and if a deficit

yet remain to secure its completion to said point, the Company shall make a statement of such facts, verified by the affidavit of the President and two Directors, to the Governor of the State, who, in that event, shall be authorized to issue an amount of bonds, out of the grant made to said Company, to be applied south of the Knob, by the fourth section of the act of December 10, 1855, to which this is an amendment, sufficient to complete said road to the Knob, but such issues of bonds shall not be made in sums greater than two hundred thousand dollars, nor without an affidavit of such President and Directors, showing a full expenditure, at par value, of all previous sums issued; and, also, that the full amount asked will be necessary to complete said road to the Pilot Knob. And a sufficient amount of the one million granted as aforesaid, by the act of 1855, to be applied to the construction of the road south of the Pilot Knob, to complete the same north of said Knob, is hereby tranferred, and may be used by said Company, in the completion of its road north of said Knob, upon the limitations and restrictions only as contained in this act.

§ 12.—If either the Pacific, Iron Mountain, or North Missouri Railroad Companies should deem it advisable to obtain a larger sum, in bonds of the State, than the amount herein provided for, at one time, to enable it to take advantage of a favorable money market, the Directors may bring the subject to the attention of the Governor, and, thereupon, he may place any amount of said bonds, within the limits allowed by law, in the hands of an agent, who shall be appointed in the same manner, and placed under the same restrictions, as mentioned in the third section of this act, and his duties shall be the same as therein enjoined.

§ 13. — Hereafter, in all elections of Directors, or other votes cast by the stockholders of the St. Louis and Iron Mountain Railroad Company, each stockholder

shall be entitled to one vote for each share of stock, up to six hundred, and said stockholder shall be entitled to one vote for every three shares of stock, above six hundred shares, so held and owned.

§ 14.—That so much of the fifth section of the act, to which this is amendatory, as requires the several railroad companies to make payments into the State Treasury, from the proceeds of bonds sold, for the creation of a sinking fund, is hereby postponed until the first day of January, 1859, when said payments shall commence and be made, as required by said act, out of the earnings of said roads; and, within two years from that time, the said companies shall make full payment of all sums thus postponed.

§ 15. — The failure of any company, herein mentioned, to pay any part of the principal or interest of the bonds of the State, issued under the provisions of this act, when the same falls due, shall be a forfeiture of all right in such company to demand and receive any further issue of bonds provided to be issued under this act, or any former act; and, in that event, the Governor shall take such steps as may be deemed necessary and proper to forclose the mortgage of the State, and to enforce her lien on the property of the company.

§ 16.—Before the Governor shall issue any bonds, under the provisions of this act, to any company, the Board of Directors of such company shall, by resolution, agree to accept the provisions of this bill, and shall file a certified copy thereof in the office of the Secretary of State; and, in addition thereto, the Governor shall require the affidavit of the President and two Directors, showing the existence of all the facts herein made necessary, to entitle such company to an issue of bonds.

§ 17.—All bonds, issued under the provisions of this act, shall constitute a first lien or mortgage upon the road and property of the several companies, so receiving them, in the same manner as provided by the act ap-

proved February 22, 1851, "to expedite the construction of the Pacific Railroad, and of the Hannibal and St. Joseph Railroad," and the act approved December 10, 1855, of which this is amendatory.

§ 18.—All the bonds to be issued under the provisions of this act, shall have thirty years to run, and shall bear interest at the rate of six per cent. per annum, payable semi-annually, on the first day of January, and the first day of July, in each year; and said bonds shall each be for one thousand dollars; and the whole, or any part thereof, shall be made payable in St. Louis, New York, or at any point in Europe, indicated by the company to which they may be issued.

§ 19.—It shall be the duty of the State Geologist to make a thorough survey along the lines of all railroads aided by the State, and to report, in detail, to the President and Directors of each road, all the mineral, agricultural, and other resources, which may affect the value or income of the road under their direction; and the said companies may publish, under the direction and superintendence of said Geologist, such reports, together with all necessary maps, charts and sections, in such form and style as will best exhibit the natural resources of the country traversed by said roads; it being understood that such surveys and publication shall be paid for by the companies, respectively, for which the work may have been done. But such Geologist shall not neglect or delay the duties enjoined on him, by the existing laws of the State, in consequence of those imposed by this section.

§ 20.—There is hereby granted to the Cairo and Fulton Railroad Company an additional loan of four hundred thousand dollars, to be drawn and expended as follows: Whenever evidence is presented, verified by the affidavit of the President and two Directors of said Company, that fifty thousand dollars have been expended from the private means of the Company, not creating a

lien on the road, then the Governor shall issue bonds to the amount of one hundred thousand dollars to the Company; but no interest, discount, or commissions shall be calculated as part of the amount expended, so as to entitle the Company to said bonds.

§ 21.—That the sum of seven hundred thousand dollars, in like bonds of the State, is hereby loaned to the Platte County Railroad Company, one-half of which amount is to be expended on that part of said road between the cities of Kansas and St. Joseph, and the other half between St. Joseph and the Iowa State line; said bonds shall have thirty years to run, and bear the same rate of interest as provided by law for bonds issued under the act passed December 10, 1855, and to be delivered to said Company as provided by the act approved February 22, 1851, entitled, "An act to expedite the construction of the Pacific Railroad, and of the Hannibal and St. Joseph Railroad." The charter of said Railroad Company is so amended as to make the stock now subscribed, or which may be subscribed, applicable to the construction of the entire road from Kansas City to the Iowa line, and to be completed within ten years from the time the charter was originally granted.

§ 22.—All preemption rights which have attached or become vested under previous laws on the lands of said Company, shall remain in full force and effect; and the seventh section of the act entitled, "An act to accept a grant of lands, made to the State of Missouri by the Congress of the United States, to aid in the construction of certain railroads in this State, and to apply a portion thereof to the Pacific Railroad, approved December 5, 1852, shall be so construed as to entitle any preemptor to one hundred and sixty acres of land in a body, under the provisions of said law; said land shall be adjacent or contiguous, but shall not include any lands which have been proved upon under existing laws.

This act to take effect from and after its passage.

Approved March 3, 1857.

C.

Act of 22d February 1851. — [This law is found at page 265 of "Laws of Missouri," passed at session, beginning the 30th of December 1850.]

AN ACT to expedite the construction of the Pacific Railroad, and of the Hannibal and St. Joseph Railroad.

Be it enacted by the General Assembly of the State of Missouri, as follows:

§ 1.—[This section directs the Governor, in a contingency therein named, to issue and deliver to the Pacific Railroad, "as a loan of the public credit, special bonds of the State," &c. &c.]

§ 2.—[This section is like section one, except that it relates to the H. and St. Jos. R. R. Co.]

§ 3.—No part of the said bonds, shall be delivered to said Companies, or either of them, until the acceptance thereof shall be signified to the Secretary of State, by the filing in his office of a certificate of such acceptance under the corporate seal of the Company, thus accepting, and the signature of their President.

§ 4.—Each certificate of acceptance so executed and filed as aforesaid, shall be recorded in the said office of the Secretary of State, and shall thereupon become, and be, according to all intents and purposes, a mortgage of the road of the Company executing and filing their acceptance, as aforesaid, and every part and section thereof, and its appurtenances, to the people of this State for securing the payment of the principal and interest of the sums of money, for which such bonds shall, from time to time, be issued and accepted as aforesaid.

[Here follow §§ 5, 6, 7, 8, 9, 10 and 11, but having no pertinency to this case, they are not produced.]

This act to take effect and be in force from and after its passage.

Approved February 22, 1851.

D.

Act of 10th December 1855. [This act is found at page 472 of "Local Acts of 1855. See A SUPRA.]

AN ACT to secure the completion of certain Railroads in this State.

WHEREAS, at the sessions of 1850 and 1851, and of 1852 and 1853, certain acts were passed, loaning the credit of the State to the Pacific Railroad, and the Southwest Branch therof; the Hannibal and St. Joseph Railroad; the North Missouri Railroad, and the Iron Mountain Branch of the Pacific Railroad — now transferred to the St. Louis and Iron Mountain Railroad; in the whole amounting to the sum of nine millions dollars, in bonds of the State as therein mentioned: And, whereas, the amount so loaned, together with all the private stock that can be raised from subscriptions, is insufficient to complete the aforesaid roads: And, whereas, for the amount of State credit so loaned to each road, respectively, the State holds a statutory mortgage upon each road, which is a prior lien thereon: And, whereas, it is deemed important to the interests of the State that the aforesaid roads should be completed in the shortest practicable time: And, whereas, it appears that the State's prior lien is an impediment to the credit of the several companies in raising further large sums, which are necessary to complete their roads, while the present loan, with all the private stock as aforesaid, bound under the State's prior lien, will not amount to one-half of the amount necessary to complete said roads; therefore,

Be it enacted by the General Assembly of the State of Missouri, as follows:

§ 1.—That after either or any of the railroad companies, to which [whom] the credit of the State has been

loaned, under the provisions of the acts of the General Assembly of this State, entitled, "An act to expedite the construction of the Pacific Railroad, and of the Hannibal and St. Joseph Railroad," approved February 22d, 1851, the act entitled, "An act to accept a grant of land made to the State of Missouri, to aid in the construction of certain railroads in this State, and to apply a portion thereof to the Pacific Railroad," approved December 25, 1852, and the act entitled, "An act for the benefit of the Pacific and other Railroad Companies," approved February 10, 1855, shall have drawn and expended the whole amount now authorized to be loaned to each or either of said roads, respectively, as in said acts are mentioned and contemplated, and the fact thereof is satisfactorily shown to the Governor, a further loan of the credit of the State, in her bonds, under the same conditions and manner (except as hereinafter modified and changed), as prescribed by the said acts, or either of them, is hereby made as hereinafter prescribed to each of said companies respectively, to an amount which shall not exceed in the aggregate to all of said roads, enumerated in the preamble to this act, the sum of seven millions of dollars, exclusive of the former loans as aforesaid.

§ 2.—The loan of the State's credit under this act shall be, and it is hereby, declared to be upon the condition of a first lien or mortgage, as contained and reserved in the act of February 22d, 1851, hereinbefore recited, and the same shall in all respects be held to be an extension of the loan of State credit, under the said mortgage provisions, securiug the State in this as in the former loan, upon the same equal and unrestricted basis, as to each and every bond of the State so issued under said acts, or either of them.

[Here follow the remaining 28 sections of the act, but as they have no pertinency to the case, they are omitted.]

E.

Act of 19th February 1866 — called the "Sell-out Law" — Laws of 1866, adjourned session, p. 107.

AN ACT to provide for the sale of certain railroads and property by the Governor, to foreclose the State's lien thereon, and to secure an early completion of the Southwest Branch Pacific, the Platte Country, the St. Louis and Iron Mountain and the Cairo and Fulton Railroads of Missouri.

§ 1.— * * * * * * * * * *

It shall be the further duty of the Governor to advertise the St. Louis and Iron Mountain Railroad the Cairo and Fulton Railroad of Missouri, and the Weston and Atchison, Atchison and St. Joseph and Platte Country Railroads, and every part and section of each of said roads as far as the same are constructed or projected, together with their appurtenances, rolling stock and property of every description, and all rights and franchises thereunto belonging, for sale, and to sell the same at auction to the highest bidder, in pursuance of the provisions of the several acts creating a lien on said railroads, their appurtenances, rights and franchises, in favor of the State. * * * * * * *

§ 2.—A Board of Commissioners composed of three members, who shall be nominated by the Governor and confirmed by the Senate, is hereby established for each of said railroads, viz: * * * * * * * the Cairo and Fulton Railroad of Missouri and the Platte Country Railroad. * * * * * * * * * *

§ 3.— * * * * * * * * * *

It shall also be the duty of the commissioners respectively appointed for the St. Louis and Iron Mountain Railroad, the Cairo and Fulton Railroad of Missouri and the Platte Country Railroad, to attend the sale of their respective roads as advertised by the Governor, and to bid in the same for the use and benefit of the State,

for an amount not exceeding the respective liens on said roads in favor of the State. And if said roads, or either of them, are struck off and sold to said commissioners, they shall take possession and hold the same, with their appurtenances and property, manage, operate and dispose of the same in the manner provided for in this act.

§§ 4 and 5.—[These sections respect notice preliminary to the sale, and the requisites of bids, and are not pertinent to this case.]

§ 6. On the day named in the respective notices of sale of said roads, by said commissioners, the respective board shall proceed to compare the several bids and proposals by them received, and shall, as soon thereafter as is practicable, award the roads and every part and section thereof, their franchises and appurtenances, and all lands and other property, real and personal, to the highest and best bidders, whose bids are made in compliance with the terms and conditions of the foregoing sections of this act; *Provided*, that the Governor shall approve said awards; *And, provided further*, that all proposals may be rejected, if the commissioners deem them unsatisfactory.

§ 7.— * * * * * * * * *

§ 8.—Whenever, and as soon as an award is made and approved, under either of the foregoing sections, the commissioners and the purchasers shall execute in duplicate a contract, embracing all terms, stipulations and conditions to be performed by either party, and on which such sales and purchases are made, which duplicate agreement shall be approved by the Governor, and one copy filed with the Secretary of State; and thereupon the Governor shall, in the name and on behalf of the State, execute and deliver to such purchasers a formal deed of conveyance, under the great seal of the State, which shall be construed as other deeds conveying real estate, and shall have the effect to convey, transfer and make over to the purchasers said road and all of

the franchises, privileges, rights, title and interests appertaining to the road so sold, all roads, road beds, rolling stock, machine shops, and all other property, both real and personal, of every description, belonging or in any wise appertaining thereto, and in the case of the Southwest Branch of the Pacific Railroad, all the lands granted by the United States to the State of Missouri, by act of Congress, approved June 10, 1852, and by the State of Missouri granted to the said Pacific Railroad, for the construction of the said Southwest Branch, by an act approved December 25, 1852, which have been forfeited to the State; and the purchasers shall execute and deliver to the State of Missouri mortgages in [on] said roads, franchises, lands, and property aforesaid, as is required by this act, to secure the payment of the purchase money; *Provided*, that nothing in this act shall be so construed as to convey or to authorize the commissioners to convey to the purchasers of the Cairo and Fulton Railroad any of the lands subscribed by counties to the stock of said road.

[The remaining nine sections have no bearing on the case.]